

RECORD IN DISTRICT COURT

(IN TWELVE VOLUMES)

**District Court of the United States,
DISTRICT OF MASSACHUSETTS.**

—
IN EQUITY.
—

No. 301

THE UNITED STATES OF AMERICA

vs.

**UNITED SHOE MACHINERY COMPANY,
OF NEW JERSEY, AND OTHERS.**

VOLUME X — PLAINTIFF'S EXHIBITS.



INDEX.

PLAINTIFF'S EXHIBITS.

Agreements, Bills of Sale, Assignments, Releases.

GOODYEAR SHOE MACHINERY CO.

		Exhibit No.	Exhibit Vol.	Put in Evidence Page Vol.	Page
Commonwealth S. & L. Co. (From Good-					
year and McKay Sewing Machine Co.)	(Bill)	227	X	1303	V 2165
Goodyear Shoe Machinery Co. of Conn.					
to Goodyear Shoe Machinery Co. of					
Maine	(Asgt.)	225	X	1297	V 2163
					2190
Lincoln Sewing Machine Co.	(Agt.)	79	IX	623	II 501

UNITED SHOE MACHINERY CO.

American Glue Co.	(Agt.)	110	X	796	II 557
American Sole Laying Co.	"	98	X	705	II 534
Arnold Machine & Supply Co.	"	113	X	816	II 562
Bay State International Shoe Machinery					
Co.	"	86	IX	655	II 512
Beaudry, Zotique	"	120	X	850	II 570
Boot & Shoe Sole Laying Co.	(B/S)	90	IX	666	II 521
Booth Brothers — (1904)	(Agt.)	114	X	822	II 564
" " — (1907)	(B/S)	121	X	856	II 572
" " " " " "	(Agt.)	122	X	861	II 572
" " " " " "	(B/S)	123	X	862	II 573
" " " " " "	(Agt.)	124	X	867	II 573
Boston Blacking Co.	"	76	IX	599	II 469
Boston Fast Color Eyelet Co.	"	81	IX	630	II 503
Breach Mfg. Co.	"	63	IX	531	II 458
Bresnahan, Timothy A. (Boston Shoe					
Tool Co.)	"	67	IX	563	II 458
Bresnahan, M. V. & Co.	"	144	X	1053	II 597
Brewer, Albert G.	"	70	IX	575	II 466
Brockton Supply Co.	(B/S)	116	X	831	II 566
Carver Cotton Gin Co.	"	127	X	893	II 579
Corrugated Wire Fastening Co.	(Agt.)	62	IX	530	II 457
Coupal, Peter A. and William Gordon	"	64	IX	535	II 458
" " " " " "	"	65	IX	537	II 458
" " " " " "	(B/S)	66	IX	538	II 458
Courteau, Leopold J.	(Agt.)	115	X	826	II 566
Cross & Co. (Inc.) W. W.	"	103	X	744	II 547
Curtis, Joseph P.	"	106	X	754	II 552
Daniels, George H.	"	97	X	703	II 532

		Exhibit		Exhibit Put in Evidence	
		No.	Vol.	Page	Vol. Page
Drew, Selby & Co.	(Agt.)	157	X	1106	III 1198
Ellis Lacer Co.	"	129	X	905	II 584
Emerson, George W. & Co.	"	101	X	725	II 542
Enamel Eyelet Co.	"	82	IX	640	II 504
Farnham Brush Mfg. Co., F. G.	"	109	X	769	II 555
Freeman, Edwin Theophilus	"	68	IX	568	II 463
Freeman, George W.	"	69	IX	573	II 466
French, Zachary Taylor	"	111	X	803	II 558
Globe Sewing Machine Co. (Mellen Bray)	"	89	IX	662	II 519
Globe Shoe Tool Co.	"	71	IX	577	II 467
Goddu Sons Metal Fastening Co.	"	60	IX	514	II 454
Keighley Co., The	"	275	X	1529	VIII 4649
Kimball & Hadley	"	112	X	814	II 559
King, Theophilus, Henry Tolman and Eleazer Kempshall	"	83	IX	645	II 506
King, Theophilus	"	84	IX	649	II 507
"	"	85	IX	653	II 507
Krieg, Estate of John K., and others (See Exhibit 105)	"	104	X	746	II 549
Leary, Joseph W.	"	108	X	765	II 554
Lincoln Sewing Machine Co.	"	80	IX	628	II 501
Loomer, Henry M.	"	72	IX	580	II 464
Marlboro Awl & Needle Co.	"	96	X	693	II 531
Metallie Heel & Counter Co.	"	119	X	843	II 569
Miller, Oliver A.	"	93	IX	683	II 530
" " "	(Agt.)	94	IX	687	II 531
" " "	(B/S)	95	IX	690	II 531
" " "	(Agt.)	92	IX	675	II 529
Morley Button Mfg. Co.	(B/S)	102	X	734	II 545
Norris Machine Co., The T. A.	(Agt.)	189	X	1250	IV 1945
Peabody, Henry W. & Co.	"	61	IX	525	II 456
Pearson & Bennion (Ltd.)	"	73	IX	583	II 468
Perkins, Ward	"	107	X	758	II 553
Perry, Fred H.	"	132	X	931	II 590
Plant, Thomas G.	(B/S)	133	X	1017	II 591
" " "	"	134	X	1018	II 591
" " "	(Agt.)	135	X	1023	II 592
" " "	(B/S)	136	X	1025	II 592
" " "	(Release)	137	X	1037	II 592
" " "	(Agt.)	138	X	1038	II 593
" " "	(Release)	139	X	1039	II 593
" " "	(Agt.)	140	X	1040	II 593
" " "	"	141	X	1042	II 593
" " "	"	142	X	1043	II 593
" " "	"	143	X	1046	II 594
Prenzel, Adam H.	"	91	IX	668	II 525
Rhodes & Co., J. C.	"	128	X	898	II 582
Rice, Harry L. and Fred La Chapelle	"	126	X	887	II 577
Richardson, John H.	"	125	X	871	II 577
Richardson Shoe Machinery Co.	"				

iii

		Exhibit No.	Exhibit Vol.	Put in Evidence Page	Vol.	Page
Ritchie Co., John, and John Ritchie	(Agt.)	74	IX	585	II	469
Ross, Simon	"	87	IX	658	II	514
Seaver Process Lasting Co.	"	75	IX	591	II	469
Smith Lacing Machine Co., The	"	117	X	834	II	568
" " " " "	(B/S)	118	X	840	II	568
Smith Machinery Co., The George A.	(Agt.)	100	X	721	II	540
Stanbon & Co., Charles P.	(B/S)	145	X	1064	II	599
Stanley Mfg. Co.	(Agt.)	78	IX	620	II	471
Sturtevant Co., B. F.	(B/S)	131	X	928	II	588
Swain-Fuller Mfg. Co.	"	88	IX	660	II	517
Wentworth Co., The	(Agt.)	130	X	913	II	586
Webster, Edwin A.	"	158A	X	1108	IV	1438
Winkley, Erastus E., and Benjamin Phillips	"	77	IX	615	II	470
Young, William J.	"	99	X	713	II	537

Articles of Incorporation.

United Shoe Machinery Company	1	IX	1	II	312
" " " Corporation	2	IX	9	II	312

Cuts, Drawings, Pamphlets, etc.

CUTS

Amazeen skiving machine — "new model"	204	X	1269	V	2091
" " " — "old pattern"	205	X	1270	V	2091
Automatic leveler	234	X	1343	V	2180
Goodyear improved sole laying machine	200	X	1265	V	2078
Insole channeling machine	235	X	1345	V	2180
Loose nailing machine	201	X	1266	V	2090
Outsole rapid lockstitch machine	208	X	1274	V	2127
Slugging machine	202	X	1267	V	2090
Standard screw machine — Model "B" — Rapid	203	X	1268	V	2091
" " " " " "	206	X	1271	V	2098
Universal rough rounding and channeling machine	233	X	1341	V	2180
Welt machine	209	X	1275	V	2129
" " " " " "	232	X	1339	V	2179

CUTS AND LEAFLETS

CUTS AND LEAFLETS					
Atlas leveling machine — Model "A"	199	X	1264	V	2068
Carver vamp skiving machine	192	X	1257	V	2036
Goodyear outsole rapid lockstitch machine	207	X	1272	V	2127
Goodyear improved sole laying machine	196	X	1259	V	2055
Goodyear universal rounding and channeling machine	197	X	1260	V	2061
Goodyear welt and turn shoe machine	190	X	1255	V	2016
Power heel breasting machine	198	X	1262	V	2065
Star leveling machine	195	X	1258	V	2055
Welt and turn machine, Rapid outsole stitcher, Hadaway stitch separator, Turn and insole channeling machine, Outsole channeling machine, Outsole channeling knives, Square heel knives	220	X	1288	V	2160

DRAWINGS	Exhibit	Exhibit	Put in Evidence	
	No.	Vol.	Page	Vol. Page
Chart demonstrating comparison of Stickel and Briggs chain-stitch methods	263	X	1393	V 2803

PAMPHLETS

Statement by Charles H. Jones — in re bill relating to machinery leases — Shoe & Leather Reporter, May 24, 1906	147	X	1072	II 819
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Circular Letters.

Consolidated & McKay Lasting Machine Co., To Stockholders of	175	X	1198	IV 1774
Goodyear Shoe Machinery Co., To Stockholders of	152	X	1097	II 928
International Goodyear Shoe Machinery Co., To Stockholders of	153	X	1100	II 929
McKay Shoe Machinery Co., To Stockholders of	151	X	1094	II 927
United Shoe Machinery Co., To Lessees of — (1910)	146	X	1067	II 726

Correspondence.

Commonwealth S. & L. Co., to Union Lockstitch Co. (Merrick)	177	X	1222	IV 1902
Goodyear Shoe Machinery Co. to L. C. Bliss & Co.	242	X	1390	V 2194
Krieg, J. K. & Co., to United Shoe Machinery Co.	105	X	752	II 549
Peters Shoe Company to Union Lockstitch Co. (Merrick)	178	X	1223	IV 1902
Rand, F. C., to United Shoe Machinery Co. (Winslow)	155	X	1104	III 1031
Roberts, Johnson & Rand Shoe Co., to Union Lockstitch Co. (Merrick)	179	X	1224	IV 1902
Shoe Manufacturers' Alliance to Winslow (Memorandum)	154	X	1103	III 999
United Shoe Machinery Co. (Winslow) to F. C. Rand	156	X	1105	III 1031
" Peter Tessier & Co.	158	X	1107	III 1364

Financial Statements.

United Shoe Machinery Co., of New Jersey:				
For March 1, 1901	180	X	1225	IV 1929
" " " 1902	181	X	1226	IV 1930
" " " 1903	182	X	1227	IV 1930
" " " 1904	183	X	1228	IV 1930
" " " 1905	184	X	1229	IV 1931
" " " 1906	185	X	1230	IV 1931
" " " 1907	186	X	1231	IV 1931
United Shoe Machinery Co., of New Jersey, and United Shoe Machinery Corp.:				
For March 1, 1908	164	X	1126	IV 1760
" " " 1909	165	X	1130	IV 1761
" " " 1910	166	X	1133	IV 1762
" " " 1911	167	X	1137	IV 1762

INDEX.

V

Lease Forms.

BOSTON LASTING MACHINE COMPANY.

	Exhibit No.	Exhibit Vol.	Put in Evidence Page	Vol.	Page
Lasting machines — (Sels, Schwab & Co.)	148	X	1079	II	903

CONSOLIDATED AND MCKAY LASTING MACHINE COMPANY.

Chase lasting machines	7	IX	57	II	321
" " "	238	X	1363	V	2189
Cons'd h-m lasting machines	230	X	1319	V	2169
" " "	237	X	1355	V	2188
" " "	8	IX	68	II	323
" " " (alternative form)	9	IX	74	II	324
" " " (new type machine)	10	IX	82	II	324
McKay & Copeland	6	IX	45	II	319

DAVEY PEGGING MACHINE COMPANY.

Pegging machine	13	IX	113	II	330
" "	236	X	1347	V	2186

EPPLER WELT MACHINE COMPANY.

Eppler machinery	59	IX	507	II	408
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GEM FLEXIBLE INSOLE COMPANY.

Gem insole machinery	50	IX	436	II	402
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GOODYEAR SHOE MACHINERY COMPANY.

"Full Set"	4	IX	29	II	317
" " "	228	X	1303	V	2167
" " "	229	X	1311	V	2167
"Turn Set"	3	IX	22	II	316
Lasting Machine Set — Ideal	5	IX	37	II	317

Proposal and Acceptance Form for installation of
machinery

241 X 1387 V 2194

MCKAY SHOE MACHINERY COMPANY.

Heeling Machines:

McKay-Bigelow Heeling Machine Ass'n	11	IX	90	II	326
" " " " "	231	X	1326	V	2171
" " " " "	240	X	1374	V	2192

Metallic Machines:

McKay Metallic Fastening Ass'n.	12	IX	103	II	329
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O. A. MILLER TREEING MACHINE COMPANY.

Breaking-in and forming machines	55	IX	479	II	405
Victor power ironing machines	53	IX	461	II	404

UNITED SHOE MACHINERY COMPANY.

	Exhibit No.	Exhibit Vol.	Put in Evidence Page	Vol.	Page
Eyeletting Department:					
Duplex eyeletting machines — (Initial payment)	173	X	1184	IV	1766
" " " (Non-initial payment)	172	X	1176	IV	1766
Power " " (Initial payment)	42	IX	387	II	392
" " " (Non-initial payment)	43	IX	394	II	392
Vulcan foot-power eyeletting machines	174	X	1191	IV	1767
General Department:					
General form — (Initial payment)	40	IX	373	II	389
" " (Annual rental)	41	IX	379	II	390
Ideal clicking machines	44	IX	402	II	394
McKay sewing machines	170	X	1161	IV	1765
Miller twin shoe treeing machines	57	IX	491	II	406
Goodyear Department:					
Auxiliary machines	25	IX	226	II	352
Economy insole reinforcing machines	52	IX	450	II	403
"Full set" form	23	IX	204	II	350
" " " (Full capacity clause)	26	IX	241	II	363
" " " (Selz, Schwab & Co.)	149	X	1082	II	905
Gem insole machines	51	IX	443	II	402
Sewing and stitching machines	24	IX	214	II	351
Heeling Department:					
Heeling machinery — (Initial payment)	27	IX	254	II	370
" " (Non-initial payment)	28	IX	261	II	371
Lasting Department:					
Boston lasting machines	169	X	1154	IV	1765
Chase " "	19	IX	163	II	337
Cons'd h-m lasting machines — (Initial payment)	14	IX	121	II	333
" " " " " (Non-initial payment)	17	IX	145	II	335
" " " " " " " " " " "	15	IX	129	II	333
" " " " " " " " " " "	16	IX	137	II	334
" " " " " " " " " " "	168	X	1144	IV	1764
Ideal lasting machines	18	IX	154	II	336
McKay & Copeland lasting machines	20	IX	172	II	338
No. 5 lasting machines — (Initial payment)	22	IX	193	II	339
" " " — (Non-initial payment)	21	IX	182	II	339
Ensign lacing machines	171	X	1167	IV	1766
Metallic Department:					
Metallic machinery — (Independent)	31	IX	287	II	377
" " " (Curtis, Jones & Co)	176	X	1212	IV	1899
" " (Initial payment)	29	IX	272	II	376
" " (Non-initial payment)	30	IX	278	II	376
" " " " " " " " " " "	34	IX	315	II	380

INDEX.

vii

	Exhibit No.	Exhibit Vol.	Put in Evidence Page	Vol.	Page
Metallic Machinery — (With rider eliminating tying clause attached)	32	IX	297	II	378
“ “ (Embodying rider eliminating tying clause)	33	IX	307	II	380
“ “ (Standard screw machines)	35	IX	323	II	381
Pegging Machine Department:					
Davey pegging machines — (Initial payment)	46	IX	422	II	397
“ “ “ (Non-initial payment)	45	IX	413	II	396
Pulling-Over System:					
Pulling-over machinery — (Initial payment)	39	IX	363	II	388
“ “ “ (Non-initial payment)	36	IX	331	II	385
Auxiliary machines — (Initial payment)	37	IX	339	II	387
“ “ “ (Non-initial payment)	38	IX	350	II	387
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Patent Leather Repairing machines	56	IX	484	II	405
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Order and Agreement Form — (Sale machines)	47	IX	430	II	400
“ “ “ “ (Initial payment)	48	IX	432	II	400
“ “ “ “ (Non-initial payment)	49	IX	434	II	401
UNITED SHOE REPAIRING MACHINE CO.					
Repairing machines	54	IX	469	II	404
UNITED-XPEDITE FINISHING CO.					
Xpedite finishing machines and tools	58	IX	498	II	406

Lists, Memoranda, Statements, etc.

Brown & Sons, J.,					
Machines in factory of —					
(Amplified list showing sources from which obtained)	269	X	1441	VIII	4264
Commonwealth S. & L. Co.,					
Machines in factories of —	150	X	1094	II	922
“ “ “ “	279	X	1557	VIII	4872
Duplessis Shoe Machinery Co., and successors,					
Customers of —	159	X	1113	IV	1589
Haverhill Shoe Machinery Co.,					
Machinery output of — (classified)	161	X	1118	IV	1754
Standard Shoe Machinery Co.,					
Customers of —	160	X	1116	IV	1668
United Shoe Machinery Co.,					
Auxiliary machines (16) of, required by factories—					
(Referred to in memorandum of pulling-over, lasting, heeling, metallic and Goodyear departments) (See Defts' Ex. 230)	270	X	1446	VIII	4294
Goodyear, lasting, heeling or metallic department machinery held by shoe manufacturers on independent, unrestricted leases of,—(Jan. 1, 1905)					
272	X	1477	VIII	4298	

	Exhibit No.	Exhibit Vol.	Put in Evidence Page	Vol.	Page
Lasting, heeling or metallic department machinery held by shoe manufacturers on independent, unrestricted leases of — (January 1, 1905)	273	X	1504	VIII	4298
Lasting, heeling or metallic department machinery held by lessees on independent, unrestricted leases of — (January 1, 1905)	271	X	1447	VIII	4297
Machinery leased at date of March 1, 1911, on leases executed prior and subsequent to February 7, 1899 —	163	X	1125	IV	1759
Officers and Directors of — (1899-1907, inc.)	274	X	1524	VIII	4380
Officers and Directors in companies in which stock is held by —	188	X	1240	IV	1939
Stockholdings by, in outside companies —	187	X	1232	IV	1933

Records.

Duplessis Shoe Machinery Co., United Shoe Machinery Co. vs.— (French and Meyer patent) — (Opinion and Decree) (See also Physical Exhibits)	219	X	1277	V	2145
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Reports.

Eppler Welt Machine Co., To Mass. Com'r of Corporations — (1896)	175B	X	1200	IV	1835
" " " " " (1897)	175C	X	1204	IV	1835
" " " " " (1898)	175D	X	1207	IV	1835
United Shoe Machinery Co., To Mass. Com'r of Corporations — (1910)	276	X	1536	VIII	4865
" " " " " (1911)	277	X	1544	VIII	4865
" " " " " (1912)	278	X	1550	VIII	4865
United Shoe Machinery Co.— (From Mayo and Warren — on Plant system)	267	X	1395	VII	3511

Physical Exhibits.

	Exhibit No.	Put in Evidence Vol.	Page
CATALOGS:			
Chase Lasting Machine Co.	244	V	2195
Goodyear Shoe Machinery Co.	220	V	2160
McKay-Bigelow H. M. Ass'n	243	V	2195
United Shoe Machinery Co.	190	V	2016
Wonder Worker Shoe Machinery Co.	266	VI	3418
CUTS:			
Briggs Rough Rounding Machine	285	V	2836(66)
Economy Insole Reinforcing Machine			
Goodyear Universal Rounding and Channeling Machine — Model E			

	Exhibit No.	Put in Evidence Vol.	Page
Goodyear Universal Channeling Machine — (Welt Work)			
“ “ “ “ (Turn Work)			
“ Outsole Channeling Machine			
“ Welt Beating Machine			
Star Channel Cementing Machine — Model A			
“ “ “ “ “ C			
Universal Double Clinch Machine			
DRAWING illustrating stitch-down shoe — (Bertrand patent No. 254,594 — “Fig. 3”)	280	V	2836 (26)
EYELETS:			
Fast color (specimens)	193	V	2053
Enamel “	194	V	2053
Heel — (loaded)	283	V	2836 (57)
Last support — (used on Plant “heel attacher on wood lasts”)	286	V	2836 (67)
PATENTS:			
Allen, Arnold, Coombs, Folsom, Harris, Hawes, Marsh and Roberts patents — (Referred to in file wrapper of Plant patent) (See Pltff's Ex. 287)	288	V	2836 (120)
Allen, Benjamin, Borne, Bourgeois, Brown, Carver, Chase, Coombs, Cummings, Cunningham, Demary, Dodge, Elliott, Ellis, Fairfield, Ferren, Fifield, Fisher, Gardner, Glidden, Gordon, Harrigan, Henderson, Heys, King, Krewson, Manley, McCoy, McMullett, Merritt, Orr, Phelan, Pope, Prouty, Raymond Simmons, Small, Smith, Soule, Strong, Tripp, Tyler, Weaburn, Wead, Webster, Wheeler and Wright patents — (Referred to in lease of McKay Shoe Machinery Company — (McKay Heeling Machine Ass'n) to Selz, Schwab & Co.;) — (See Pltff's Ex. 240)	251A&B	V	2230
Allen, Bickford, Carey, Davey, Ley, Scott and Sturtevant patents	262	V	2754
Ambon, Arnold, Dyer, Evans, Godding, Hynes, McNiven, Metcalf, Nesmith, Ross, Ryder, Turner, Warren and Wheeler patents — (Assignment — Campbell Machine Company to Goodyear Shoe Machinery Company)	255	V	2234
Arnold, Briggs, Cole, French, LaChapelle and Meyer patents — stitching machines and methods — (Incor- porated in machines and which expired subsequent to organization of United Company but prior to filing of petition)	260	V	2237
Blake, Fairfield, Ferren, Fisher, Glidden, McKay, Moore, Richardson, and Thompson patents — (Assignment — Gordon McKay to Consolidated & McKay Lasting Machine Co.)	258	V	2236

	Exhibit No.	Put in Evidence Vol.	Page
Dancel patents — sewing and bobbin winding machines — (Assignment — Dancel to Goodyear Shoe Machinery Co., of Connecticut)	254	V	2231
Dancel, French and Meyer patent — stitching machines — (Incorporated in machines and which expired subsequent to organization of United Co. but prior to filing of pe- tition)	259	V	2237
Eaton, Hamm and Smith patents — stapling machine — (Assignment — S. W. Winslow to McKay Shoe Ma- chinery Company)	256	V	2234
Hamm patent — stapling machine — (Assignment — S. W. Winslow to McKay Shoe Machinery Company)	253	V	2230
Houghton patent — lasting machine — (Assignment — J. R. Nolan to Consolidated & McKay Lasting Machine Company)	257	V	2235
Plant patent — welt and thread cutting device	287	V	2836 (120)
Winkley patent — welt sewing machine —	268	VII	3746
Patents referred to in lease of Consolidated & McKay Lasting Machine Co. to Sels, Schwab & Co. (See Pltff's Ex. 238)	252	V	2230
<hr/>			
Plant Company — Thomas G. et al., United Shoe Machinery Co. vs. (Record)	162	IV	1756
Specimen of material operated upon by insole channeling machine — (See Pltff's Ex. 235)	249	V	2207
Welt shoe	261	V	2733
" " (man's)	281	V	2836 (26)
" " (woman's)	282	V	2836 (26)
Welting strip — grooved, beveled and slashed on Plant welt slasher and groover) — (See Pltff's Ex. 266, p. 82)	284	V	2836 (57)

PLAINTIFF'S EXHIBIT 96.

[Put in Evidence, page 532.]

This Agreement made this 30th day of June A. D. 1902, by and between the owners and holders of shares of the capital stock of the Marlboro Awl & Needle Company, hereinafter called the Marlboro Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, who are subscribers hereto and who may hereafter become parties or assent hereto, each for himself and not for the others, hereinafter called the Stockholders, parties of the first part; the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the United Company, party of the second part; and William H. Coolidge of Newton, Massachusetts, hereinafter called the Trustee, party of the third part, Witnesseth:

Whereas the said United Company proposes to cause a corporation to be formed for the purpose of carrying on the business of manufacturing and dealing in Awls and the like, (which proposed corporation is hereinafter referred to as the new corporation.)

And whereas the Stockholders believe it will be for their advantage, and for the advantage of all the Stockholders of the said Marlboro Company, to sell and transfer all property of the said Marlboro Company to such new corporation, and to merge the business now carried on by the said Marlboro Company in the business of such new corporation, provided satisfactory terms can be made for so doing;

And Whereas the United Company has given favorable consideration to a proposal for causing such new corporation to acquire and take over the business and property of the said Marlboro Company upon certain terms hereinafter set forth, which proposal said Stockholders believe to be a fair and advantageous one for the Stockholders of the said Marlboro Company;

And Whereas the said William H. Coolidge has been requested by the said Stockholders and by the said United Company to under-

take the duties of Trustee, as hereinafter set forth, for the purpose of consolidating the interests of the said Stockholders, and of so disposing and controlling the affairs of the said Marlboro Company, that the Agreement between the said Stockholders and the said United Company and the sale and transfer of the property of the said Marlboro Company may be carried out with certainty and without delay after the organization of said new corporation ;

And Whereas the said William H. Coolidge is willing to undertake said trust.

Now, Therefore, in consideration of the premises and of the covenants and agreements on the part of the respective parties herein contained, the said Stockholders, the said United Company and the said Trustee do hereby covenant and agree as follows : —

One. The said Stockholders, and each of them, shall immediately upon the execution of these presents deliver into the possession of the said Trustee the certificate or certificates covering all stock owned or controlled by them, or any of them, or standing in their respective names upon the books of the said Marlboro Company, duly endorsed in blank, to be held by the said Trustee for the purposes hereinafter set forth, and for the purpose of

Two. The said Stockholders, and each of them, who are officers of the said Marlboro Company, shall immediately tender in due form their resignations as such officers, to take effect upon acceptance thereof by the Board of Directors or by the Stockholders or otherwise, in accordance with the Charter and By-Laws of said Marlboro Company.

Three. The said Stockholders, and each of them, shall at any and all times upon request of the said Trustee, so far as is within their control or power as officers or otherwise, cause meetings of the Board of Directors and of the stockholders of the said Marlboro Company to be held, and shall cause all such votes to be passed, and all such acts to be authorized and done by the said Marlboro Company as shall be requested by the said Trustee for the accomplishment of the purposes hereof, and shall cause the resignations of officers of the said Marlboro Company to be accepted at such time or times and in such order as requested by the said Trustee,

and shall cause the vacancies made by said resignations to be filled by the election of such person or persons as shall be designated by the said Trustee.

Four. The United Company agrees that upon the execution of this instrument, and relying upon the covenants herein contained on the part of the said Stockholders and of the said Trustees, and upon the trust hereby created, it will cause other steps to be taken for acquiring other property for the purposes of said new corporation and otherwise for establishing conditions favorable for the establishment and conduct of a successful business by the said new corporation, and that it will within six months from the date of these presents cause such new corporation to be formed, with such purposes and powers and subject to such regulations as may seem to it advisable for developing and carrying on said business.

Five. The United Company agrees that after the organization of the said new corporation, and when the said new corporation is in condition to acquire property and to do business, it will cause an offer to be made by such new corporation to the said Marlboro Company to purchase the entire property, business and good-will of the said Marlboro Company, except cash on hand and accounts receivable, and free from any and all accounts or bills payable, and any and all other liabilities, and in payment for the same to cause to be issued capital stock of the said new corporation to an amount based upon the value, according to an inventory to be taken, of the merchandise and stock on hand, tools, machinery, fixtures and other like tangible property of the said Marlboro Company.

Six. The value of said merchandise and stock on hand, tools, machinery, fixtures, and other like tangible property shall be determined in the following manner:—

The said Marlboro Company shall appoint one person and the said new corporation shall appoint one person to investigate and make an inventory of all such property owned by the said Marlboro Company, which inventory shall be upon the same basis as an inventory of like property of the said Marlboro Company made during the month of May, A. D. 1902 by Mr. Daniels, acting in behalf of the said Marlboro Company, and Mr. Lamb, acting in

behalf of the said United Company, omitting, however, certain gas engines and special tools relating thereto in said inventory contained and therein valued at \$617.00, which shall not be included in the offer of the said new corporation. (Copies of which inventory of May A. D. 1902 have been delivered to the United Company and to the said Trustee, and are identified by the signatures of George H. Daniels, Treasurer of the said Marlboro Company, and of C. H. Bayley, acting in behalf of the United Company, and of the said Trustee, together with the date of affixing such signatures, which is the same as the date of this instrument.

So far as relates to property included in said inventory of May, 1902, the values therein stated shall be binding upon the parties, and in the event of disagreement between the two persons appointed, as aforesaid, by the said Marlboro Company and by the said new corporation, as to the proper valuation to be placed upon any other property included in said transfer, a third person shall be appointed by the said Trustee to join with the persons previously appointed in determining said value, and the value of the property as determined by the representatives of the said Marlboro Company and of the said new corporation, or in case of disagreement and the appointment of a third person, as herein provided, the value as determined by the majority, shall be binding upon all parties.

Seven. The total amount of the capital stock of the said new corporation shall be such amount as the United Company shall consider desirable for the conduct of the business proposed to be carried on by the said new corporation, and it shall consist in equal amounts of Preferred Stock and of Common Stock.

The Preferred Stock shall be entitled out of the surplus net earnings, if sufficient, after all proper reservations for working capital, to a non-cumulative preferential dividend at the rate of six per cent (6%) per annum on the par value of said Preferred Stock, but each dividend period shall stand and be considered separately, and no deficiency for any dividend period shall be a charge upon or payable out of the net earnings of any other period, and no dividends shall be declared except from the surplus of net profits arising from the corporation's business.

If after appropriating the accumulated profits of the corporation in excess of the amounts reserved as working capital to the dividends above provided there remain further accumulated profits over and above the amounts reserved as working capital, dividends of said profits shall be declared upon the Common Stock up to at the rate of six per cent (6%) per annum on the par value of said Common Stock, and any further such profits remaining and applicable to dividends shall be distributed upon Preferred and Common Stock share and share alike.

Dividends in accordance with and subject to the foregoing provision shall be declared semi-annually in January and July of each year.

In the event of the dissolution of the corporation or the distribution of its assets the Preferred Stock shall be entitled to be paid in full before any payment shall be made on account of the Common Stock.

The Common Stock shall be subject to the prior rights of the Preferred Stock, as herein declared, but the shares of Preferred and Common Stock shall have equal voting powers.

Eight. The Preferred Stock of said new corporation shall be issued only for cash at par or for the acquiring of other properties at a fair and just valuation, determined so far as may be in a manner similar to that above provided for determining the value of the property of the said Marlboro Company.

Nine. The amount of capital stock which shall be issued by the said new corporation for the purchase of the business and assets of the said Marlboro Company shall be equal in par value of Preferred Stock to the value, determined in the manner hereinbefore set forth, of the merchandise and stock on hand, tools, machinery, fixtures and other like tangible property of the said Marlboro Company, and there shall likewise be issued to the said Marlboro Company an equal amount in par value of Common Stock, which Common Stock shall be transferred to the United Company, as hereinafter provided.

Ten. The said Stockholders, and each of them, and the said Trustee hereby covenant and agree that upon the receipt by the

officers of the said Marlboro Company of an offer as herein set forth from the said new corporation to purchase the entire business and assets of the said Marlboro Company, they, and each of them, will vote upon all stock then standing in their names, and will so far as is within their control or power or the control or power of any of them, cause all votes to be passed, and all instruments and acts to be authorized by the said Marlboro Company, and will do, and so far as is within their control or power will cause to be done all acts, and will execute, and so far as is within their control or power will cause to be executed all instruments, and will aid in every way and use their influence and best endeavors to cause said offer to be accepted by the said Marlboro Company and the business and property of the said Marlboro Company to be transferred and delivered to the new corporation.

Eleven. The said Trustee is hereby given full authority and power at any time or times when in his judgment it becomes necessary or desirable for the accomplishment of the purposes of this Agreement and for carrying out the full intent of this instrument, to cause any or all of the stock of the said Marlboro Company delivered to him under the provisions hereof to be transferred into his own or such other name or names as he shall consider desirable, and at any time to cause such meeting to be called and such votes to be passed as in his judgment are necessary or desirable for that end, and to cause the resignations of any or all officers to be accepted and the vacancies thus caused to be filled with such person or persons as he shall consider desirable, and in general to exercise all control and to perform or cause to be performed all acts, and execute or cause to be executed all instruments which in his judgment are necessary or desirable for the carrying out of the full intent of this undertaking, and the said Trustee hereby covenants and agrees that in all things he will faithfully and impartially perform the duties of this trust, and will in the exercise of his judgment do and cause to be done all things which he shall consider necessary or advantageous to be done for the accomplishment of the purposes herein set forth.

Twelve. Upon the acceptance of said offer by the said Marlboro

Company the officers of the said new corporation shall be forthwith notified, and all necessary or desirable instruments shall be executed to transfer to and vest in the said new corporation the title in and to the said business and property of the said Marlboro Company, and such instruments shall be delivered into the possession of the said Trustee for delivery to the said new corporation upon receipt by the said Trustee of certificates of the capital stock of the said new corporation equal in par value of Preferred shares to the value of the merchandise and stock on hand, tools, machinery, fixtures and other like tangible property of the said Marlboro Company determined in the manner above set forth, together with a like amount in par value of Common Stock.

Thirteen. Upon delivery to the said Trustee of the said stock in the new corporation, as aforesaid, the said Trustee shall hold the same in trust for the following purposes : —

1. He shall transfer and deliver or cause to be transferred and delivered the said Common Stock to the said United Company to its own use and behoof.

2. He shall hold the said Preferred stock for the use and subject to the instructions of the said Marlboro Company.

Fourteen. The said stockholders and the said Trustee shall cause a proper vote or votes to be passed by the said Marlboro Company that the said Preferred Stock be distributed among the share holders of the said Marlboro Company as their interests may appear upon delivery by said share holders of their stock duly endorsed in blank for delivery to the said new corporation, and requesting and authorizing the said Trustee to transfer the said Preferred Stock in accordance with the said vote.

Fifteen. Not less than five (5) or more than twenty (20) shares of Preferred Stock of the said new corporation shall be subscribed for and issued to the incorporators of the said new corporation, and shall be transferred to the said United Company or shall be held for the use of the said United Company by such person or persons as the United Company may desire. The said shares shall be paid for in cash at par.

Sixteen. It is agreed that the said United Company shall retain

control of the said new corporation, and that in all cases where Preferred Stock is issued as hereinbefore provided for the acquiring of properties for the purposes of the said new corporation Common Stock to a like amount in par value to the par value of the Preferred Stock necessary for such purpose shall be issued to the United Company as part of such transaction.

Seventeen. If at any time within three (3) years from the date of the transfer of the property of the said Marlboro Company, as aforesaid, to the said new corporation, any of the said Stockholders shall desire to sell or transfer the whole or any part of their holdings of stock in the said new corporation acquired by them under the provisions hereof, they shall offer the same to the United Company and the United Company shall (upon thirty days' notice) at any time within said three (3) years take such stock offered to it by the said Stockholders, or any of them, and shall pay for the same at par, and excepting as herein provided said stock shall not be transferred or transferable.

Eighteen. The United Company shall have the right at its option at any time within three (3) years from the date of said transfer of the property of the said Marlboro Company to take any or all of the stock of the new corporation held by the said Stockholders under the provisions hereof by paying for the same in cash at par, and said stock shall be received by the said Stockholders, and shall be held at all times subject to this right.

Nineteen. The United Company agrees that it will give to the said new corporation the benefit of its influence in the conduct of its business, and will give to the said new corporation such business as in the judgment of the said United Company can be done by the said Marlboro Company with equal advantage and on equally favorable terms as with any other manufacturer or dealer in such lines, but nothing herein contained shall be construed to bind the United Company to give to the said new corporation the whole or any part of its business in any line or lines, or to deal with the said new corporation in any wise, excepting in so far as it shall be deemed by the said United Company for its advantage to do, the intent of this provision being that the United Company

shall in good faith endeavor to so control and manage the said new corporation that its business shall be successful and profitable, and to that end shall on equally favorable terms in its discretion give preference to the said new corporation over other manufacturers or dealers in similar lines.

Twenty. Upon the completion of the sale and transfer of the property of the said Marlboro Company to the said new corporation, and receipt by the said Trustee of the consideration as hereinbefore set forth therefor, from the said new corporation, the stock of the said Marlboro Company delivered to him under the provisions hereof shall be held by him in trust for the said new corporation, and upon request by the said new corporation the said Trustee shall forthwith deliver the same to and cause the same to be transferred into the name of the said new corporation or its nominees to its or their own use and behoof.

Twenty-One. The said Trustee is hereby authorized and empowered to construe this Agreement, and he may supply defects and omissions herein, and in general may make such modifications as may be necessary or expedient in his judgment to carry out properly and effectively the purposes hereof.

Twenty-Two. Until the formation of said new corporation and the transfer to it of the property and business of the said Marlboro Company, the persons for the time being acting as officers of the said Marlboro Company or in charge of its affairs shall carry on or shall permit or cause to be carried on said business under its present management, in the manner and along the lines in which it is now doing business, but no new lines shall be developed and no radical changes shall be made in its conduct, and no steps shall be taken which shall materially increase or decrease the property and holdings of the said Marlboro Company otherwise than as such changes take place in the ordinary course of its business, the intent being that at the time of the sale and transfer of its business and property to the said new corporation the said Marlboro Company shall be in the same condition in which it now is, with such changes and modifications only as come about in the ordinary course of its business.

Twenty-Three. It is agreed that no expense for salaries, rent or other similar fixed charges are to be charged against the said new corporation beyond the present expenses of the said Marlboro Company for said purposes, excepting in so far as increase may become necessary by reason of the development of the business of the said new corporation and the greater volume of business carried on by the said new corporation.

Twenty-four. It is agreed that all fractional parts of shares of the capital stock of the said new corporation to which the several Stockholders of the said Marlboro Company shall be respectively entitled in the distribution of the said stock of said new corporation among the share holders of the said Marlboro Company according to their respective holdings of the capital stock of the said Marlboro Company, shall be transferred to the said United Company, and that the said United Company shall take and shall pay for the same at the par value thereof in cash, and the said Trustee shall be authorized and instructed to distribute said stock in accordance with the provisions of this Section, and to apply the amount received for the stock so transferred to the United Company among the share holders entitled thereto, in proportion to their respective interests in such shares.

In Witness Whereof the said Stockholders and the said Trustee have hereunto and to two other instruments of even date and like tenor with these presents set their hands and seals, and the United Shoe Machinery Company has caused this instrument to be signed in triplicate by Edwd. P. Hurd, its Asst. Treasurer and its corporate seal to be affixed the day and year first above written.

	Name	No. Shares.
	GEO. H. DANIELS	[SEAL]
	SILAS E. SIMONDS	[SEAL]
	WINSLOW M. WARREN	[SEAL]
	WM. H. COOLIDGE	[SEAL]
[SEAL]	Stockholders Marlboro Awl & Needle Company	
[SEAL]	UNITED SHOE MACHINERY Co.	
	by Edwd. P. Hurd, Asst Treasurer	

PLAINTIFF'S EXHIBIT 97.

[Put in Evidence, page 532.]

Agreement made this 30 day of June A. D. 1902, by and between George H. Daniels, of Marlboro in the Commonwealth of Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in said State of New Jersey.

Whereas, by instrument of even date with these presents, an agreement has been entered into by and between certain stockholders of the Marlboro Awl and Needle Company (hereinafter called the Marlboro Company), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having its usual place of business at Marlboro, in said Commonwealth, party of the first part, the said United Shoe Machinery Company, party of the second part, and William H. Coolidge of Newton Mass., trustee, party of the third part, and a trust has been created for the purpose of accomplishing the sale and transfer of all the property and business of the said Marlboro Company to a new corporation to be formed for the purpose of carrying on business in lines similar to the lines of business now carried on by the said Marlboro Company.

And whereas the said Daniels (who is a party to said agreement) is the Treasurer of the said Marlboro Company and has been actively engaged in the management of the business of the said Marlboro Company, and is experienced in matters relating to the lines of business proposed to be carried on by the said New Corporation;

And whereas the said United Shoe Machinery Company will have a large interest in the said New Corporation and by reason of its holdings of stock will be in control of the business management of the said New Corporation.

And whereas the said United Shoe Machinery Company is desirous that the said New Corporation shall have the benefit of the experience and services of the said Daniels in the management of its affairs.

And whereas the said Daniels desires to be employed by the said New Corporation,

Now, therefore, it is agreed as follows:—

The said Daniels shall continue in his present relation to the said Marlboro Company until such time as the said New Corporation shall have been formed and the business and property of the said Marlboro Company shall have been transferred and delivered to the said New Corporation.

The said United Shoe Machinery Company, upon the formation of said New Corporation and the transfer to it of the business and property of the said Marlboro Company, shall cause the said Daniels to be employed by the said New Corporation in its management for a term of at least three years from the commencement of said employment, and for such further time as shall be mutually agreed upon between the said Daniels and the said New Corporation, and as compensation for his services will cause a salary to be paid to him by the said New Corporation at the rate of fifteen hundred and sixty dollars (\$1560) per year.

The said Daniels hereby covenants and agrees that he will enter into the employment of the said New Corporation when formed and will remain in said employment for a term of at least three years from the commencement thereof, and for such further time as may be agreed upon by and between the said Daniels and the said New Corporation, and that during the continuance of such employment he will devote his entire time and best judgment and endeavor to the promotion and development and successful conduct of the business of said New Corporation along such lines as shall be decided upon by the said New Corporation, receiving from the said New Corporation in return for his services, a salary at the rate of fifteen hundred and sixty dollars (\$1560) per year.

In Witness Whereof the said George H. Daniels has hereunto and to another instrument of even date and like tenor set his hand and seal, and the United Shoe Machinery Company has caused these presents to be executed in duplicate the day and year first above written.

GEORGE H. DANIELS

[SEAL]

In presence of Silas E. Simonds

[SEAL]

UNITED SHOE MACHINERY CO.

by Edwd. P. Hurd, Asst. Treasurer.

H. G. Donham to U. S. M. Co.

PLAINTIFF'S EXHIBIT 98.

[Put in Evidence, page 534.]

Agreement made this twenty fifth day of September A. D. 1902, by and between Arthur Fuller, of Boston, in the County of Suffolk and Commonwealth of Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson in said State of New Jersey, having a place of business in said Boston (hereinafter called the United Company), Witnesseth:

Whereas, the said United Shoe Machinery Company is engaged in the manufacture of, and is interested in other companies engaged in the manufacture of machinery of all kinds for use in the manufacture of boots and shoes, and of supplying the same to manufacturers of boots and shoes in all parts of the United States and in all other countries;

And Whereas, the said Fuller is the owner of the majority of the capital stock of the American Sole-Laying Machine Company, a corporation organized and existing under the laws of the State of Maine, of Portland in said State of Maine (hereinafter referred to as the American Company), which corporation is the owner of certain patent rights and other property relating to the manufacture of certain machines for use in the manufacture of boots and shoes, and has been engaged in the business of manufacturing such machines and supplying the same to manufacturers of boots and shoes, and the said Fuller controls the actions of the said Company, and is in position to acquire the entire capital stock of the said Company;

And Whereas, the said Fuller desires to convey or cause to be conveyed to the said United Company all the property, interests and rights owned or controlled by the said American Company, and the said United Company desires to acquire the same.

Now, Therefore, the said Fuller and the said United Company, each in consideration of the covenants and agreements on the part of the other herein contained, do hereby covenant and agree as follows :

One. The said Fuller shall execute and deliver or cause to be executed and delivered to the said United Company any and all instruments, and shall do and cause to be done any and all acts necessary or desired by the said United Company to vest in the said United Company, its successors and assigns, the entire right, title and interest in and to all property, interests and rights of every name and nature owned by the said American Company, except alone its franchise, and all property, interests and rights to which the said American Company is entitled or which the said American Company has any right by agreement or otherwise to acquire or take over, and the entire business of the said American Company, together with the good-will thereof, including herein all Letters Patent of the United States and of any and all foreign countries owned or controlled by the said American Company ; all inventions and improvements ; all applications for Letters Patent of the United States and of any and all foreign countries, and all rights in, to and under Letters Patent, applications and inventions ; all contracts, interests, rights, machinery, machines in stock or in process of construction, stock on hand, manufactured, unmanufactured or in process of manufacture, tools, special tools, supplies, jigs, models, patterns, drawings, fixtures, furniture, duplicate parts, pads, all claims and demands under agreement or otherwise for the use of inventions or for infringement of Letters Patent owned or controlled by the said American Company, and any and all other property, interests and rights of the said American Company wherever the same or any part thereof may be situated.

Two. The said Fuller hereby covenants and agrees with the said United Company, its successors and assigns, that the said American Company is now the owner, free from any and all encumbrances, of the entire right, title and interest in, to and under Letters Patent of the United States, No. 536,352, and in and to the inventions and improvements as secured by said Letters Patent and that the

same shall be conveyed to the said United Company under the foregoing provisions hereof, free from any and all encumbrances.

Three. The said Fuller hereby covenants with and warrants to the said United Company, its successors and assigns, that on the twentieth day of June, A. D. 1902, the property owned by the said American Company included the property set forth in the Schedule hereto annexed and marked Schedule "A"; that no substantial change has been made in said property and the amounts and quantities thereof since said date, and that the property now owned by the said American Company and to be conveyed to the said United Company under the provisions hereof is the same, subject to slight changes therein as to the amounts and quantities of parts and supplies by way of subtraction therefrom and addition thereto, as it was on said twentieth day of June, A. D. 1902.

Four. The said Fuller shall discharge or shall cause to be discharged all outstanding debts and direct and contingent obligations of the said American Company, and under the advice and with the approval of counsel for the said United Company shall take or cause to be taken the necessary steps to wind up the business of and to cause the dissolution of the said American Company, or in case the said United Company shall so elect after the discharge of all debts and other direct or contingent obligations of the said American Company, shall assign or cause to be assigned, and shall cause to be transferred to the said United Company, or to the nominee or nominees of the said United Company the entire issued capital stock of the said American Company.

Five. The said United Company upon receipt by it of instruments satisfactory to it, transferring to it the aforesaid property, interests and rights, shall pay to the said Fuller the sum of Fifteen Hundred (1500) Dollars, and shall likewise pay to the said Fuller the cost, not exceeding One Hundred (100) Dollars for each machine of two (2) new Two-Last machines referred to in the Schedule hereto annexed and included in the transfer to the said United Company.

Six. In addition to the payments in the preceding paragraph hereof provided for, the said United Company, its successors or

assigns, shall pay to the said Fuller the sum of Thirty-five Hundred (3500) Dollars, upon the terms and in the manner hereinafter set forth.

Seven. The said United Company shall on the last day of June and December in each year, until said sum of Thirty-five Hundred (3500) Dollars shall be paid in full, cause an account to be taken of all machines manufactured and put out by it, or under its authority, of the types heretofore manufactured and sold by the said American Company embodying any one or more of the inventions and improvements covered by said Letters Patent of the United States, No. 536,352, and shall on or before the last day of the calendar month next succeeding each such accounting pay to the said Fuller a royalty of Fifty (50) Dollars for each such machine; Provided, however, that in no case shall the said Fuller receive more than said sum of Thirty-five Hundred (3500) Dollars in the aggregate, and that the United Company shall have the right at any time, at its option, to pay to the said Fuller the balance then unpaid of said sum of Thirty-five Hundred (3500) Dollars, and when the said Fuller shall have received in the aggregate said sum of Thirty-five Hundred (3500) Dollars, all further interests of the said Fuller hereunder shall cease and determine.

Eight. The said United Company hereby guarantees to the said Fuller that the amount of royalty payable to the said Fuller under the provisions hereunder after the year 1902, and until said sum of \$3500.00 shall have been paid in full shall not be less than Five Hundred (500) Dollars in each calendar year, and on the last day of January in each calendar year, after January 1903, until said sum of Thirty-five Hundred (3500) Dollars shall have been paid in full, the said United Company shall pay to the said Fuller such sum, if any, as may be necessary to bring the total amount paid on account of the preceding calendar year up to the sum of Five Hundred (500) Dollars.

Nine. The said Fuller hereby covenants and agrees with the said United Company, its successors and assigns, that he will not at any time within ten (10) years from the date hereof directly or indirectly, individually, as partner, or as officer in any corporation, or

in any other manner in the United States or in any other country, enter into or be engaged in, or financially, or otherwise assist any person, firm or corporation in entering into or engaging in or developing any business which relates to or is in any way concerned in the manufacture or sale of any machinery or machines intended or adapted for use in the operation of laying or levelling the soles of boots or shoes.

In Witness Whereof, the said Fuller has hereunto and to another instrument of even date and like tenor set his hand and seal, and the said United Company has caused this instrument to be signed in duplicate by Edward P. Hurd its Assistant Treasurer and its corporate seal to be affixed the day and year first above written.

ARTHUR FULLER

UNITED SHOE MACHINERY COMPANY

By Edward P. Hurd, Asst. Treas.

In the presence of H. G. Donham.

AMERICAN SOLE LAYER PARTS NOT FINISHED CASTINGS.

2 #51A	
1 #46	
1 #38A	
3 #14	10 #17A
8 #17	17 #26A
15 #56	8 Plungers for 2 Form
5 #31	6 #94
6 #29A	1 #19
1 #22	1 #15A
1 #26	1 #11
3 Sleeve Castings	3 #27A
1 #65	27 Heel Swivels for 2 Form
2 #35	4 Nut connection
1 #36	1 #0
4 #35A	1 #3
8 #28	
31 #30A	
16 Steel Pinions 6 Form Machine	

5 Roll Castings
19 Heel Posts 6 Form "
2 #28A
4 Short Sleeves
18 Brake Levers old style
11 #72
2 #25A
9 Caps for Bottom Girth
6 Shank Pad Holders
2 #34A
11 #37A
4 #7
2 #33A
1 #41A
10 Caps for #71
29 #60
8 Pad Holders for Men's work
9 " " " Shanks
1 #108
1 #109
2 #107
1 #106
2 #105
25 #2
34 #1
12 #5
16 #10 for 2 Form
2 #26A
46 #9
4 Steel Bevel Gears for 6 Form
8 #8
7 #23A
3-L
6 #54
1 #10-6 Form
6 #71

Arthur Fuller.

AMERICAN SOLE LAYER PARTS, FINISHED PARTS.

- 6 #96
- 7 #15
- 19 #27A
- 37 #60
- 26 #3
- 8 Roll Supports for Treadle'
- 20 #50A
- 1 #71
- 3 #15A
- 3-L
- 3 #31A
- 3 #57
- 1 -long Sleeve Bushing
- 3 #32A
- 1 #28
- 2 #41A
- 2 #36A
- 3 #54
- 9 Rolls for #11
- 41 #57
- 3 #20A
- 3 #25
- 1 #17
- 1 #56
- 1 #28
- 4 Collars for Driving Shaft
- 6 #17A
- 1 #7

SCREWS ON HAND (MACHINE SCREWS)

- 16-18 \times 1/2 -234
- 1/4-20 \times 5/8-260
- 18-18 \times 1 15
- 3/8-16 \times 1 -115
- " 16 \times 1-1/2-30

18-20×1 - 18

1/4-20×1-1/4-81

16-18×1/2-40

1/4-20×1/2-125

12-20×5/8 175

Cotter Pins 155

CAP SCREWS

3/8-16×1-12

7/16-14×1-1/2-15

1/2-12×5/8-12

RUBBERS

19-B-R-377

2-B-R-350

12-B-L-377

3-B-L-350

1-B-L 240

2-B-L

2-B-L #377

11-M-H-P #377

3-“-“-P #240

1-“-“-P

1-W-H-P #350

1-“-“-“- #

2-C-L-# 350

1-G-H

1-no number

Shanks

“

Arthur Fuller

37 Springs for the Jack Post

111 Set Screws Special 1-5/16

98 “ “ “ 1-3/4

96 “ “ “ 1-3/16

93 “ “ “ 9/16

93 “ “ “ 1”

107 “ “ “ 1/2

44 Cap “ 3”

23 “ “ 3/4

14 French Head Screws

6 Set Screws

35 Machine Screws

78 Hexagon Nuts 1/4

1 2nd hand 6 Last Sole Layer

2 New Twin Layers without Rubbers

Arthur Fuller

PLAINTIFF'S EXHIBIT 99.

[Put in Evidence, page 537.]

This Agreement made this 1st day of October, A. D. 1902, by and between William J. Young, of Peabody, in the County of Essex and Commonwealth of Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in said State of New Jersey, having a place of business in Boston in said Commonwealth of Massachusetts (hereinafter called the United Company),

Witnesseth:

Whereas, the said United Company is engaged in the manufacture of machinery of all kinds for use in the manufacture of boots and shoes, and in putting the same out to manufacturers of boots and shoes, and to others, in all parts of the United States and in other countries, and is largely interested in the business of other companies engaged in like lines of business in the United States and in other countries;

And Whereas the said Young is the inventor of certain new and useful improvements in machines and devices for use in the manufacture and preparation of heels, for which Letters Patent of the United States and of other countries have been granted, and for which other Letters Patent may hereafter be granted, and is skilled in the art which pertains to machines and devices for such purposes and may hereafter make other inventions in said art, and is engaged in the manufacture of machines for use in the manufacture or preparation of heels, and in putting the same out to manufacturers of heels;

And Whereas the said Young desires to sell and transfer to the said United Company, and the said United Company desires to acquire, upon the terms and conditions hereinafter set forth, the entire right, title and interest in, to and under any and all Letters Patent of any countries other than the United States and Dominion of Canada which have been granted or may hereafter be granted for inventions or improvements relating or pertaining in any way to machinery or devices intended or adapted for use in the manu-

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facture or preparation of heels heretofore made or which may hereafter within the term of fifteen (15) years from the date of these presents be made by the said Young, and in and to all such inventions and improvements in any and all countries other than the United States and the Dominion of Canada.

Now, Therefore, the said Young and the said United Shoe Machinery Company, each in consideration of the covenants on the part of the other herein contained, do hereby covenant and agree as follows : —

One. The said Young hereby grants, sells, assigns, transfers and sets over unto the said United Company, its successors and assigns, and shall hereafter upon request execute and deliver or cause to be executed and delivered to the said United Company any and all further instruments, and will do or cause to be done any and all further acts necessary or desired by the said United Company to fully vest and confirm the same to the said United Company, its successors and assigns, its or their nominee or nominees, the full and exclusive right, title and interest in all countries other than the United States and the Dominion of Canada in and to any and all inventions and improvements heretofore made by the said Young or which may hereafter at any time within the term of fifteen (15) years from the date of these presents be made by the said Young, relating or pertaining in any way to machinery or devices intended or adapted for use in the manufacture or preparation of heels, and the entire right, title and interest, free from any and all encumbrances, in, to and under any and all Letters Patent of any and all countries other than the United States and the Dominion of Canada which have been granted or may hereafter be granted for such inventions or improvements, and especially, shall execute or cause to be executed any and all instruments, and shall perform and caused to be performed any and all acts necessary or convenient or desired by the said United Company, to fully vest and confirm in the said United Company, its successors and assigns, its or their nominee or nominees, the entire right, title and interest, free from any and all encumbrances, in, to and under the Letters Patent referred to in the Schedule hereto annexed and

marked Schedule "A"; and the exclusive right, title and interest in all countries other than the United States and the Dominion of Canada in and to the inventions and improvements therein shown or described; and the entire right, title and interest in, to and under any and all Letters Patent of any and all countries other than the United States and the Dominion of Canada which have been or may hereafter be granted for the said inventions and improvements or any of them.

Two. The said Young hereby grants, sells, assigns, transfers and sets over unto the said United Company, its successors and assigns, and shall hereafter upon request execute and deliver or cause to be executed and delivered any and all further instruments, and will do or cause to be done any and all further acts necessary or convenient or desired by the said United Company to fully vest and confirm the same to the said United Company, its successors and assigns, its or their nominee or nominees, all right, title and interest, so far as the same relates or pertains to or may be or become useful in any country or countries other than the United States and the Dominion of Canada, had by the said Young, or which the said Young may at any time hereafter within the term of fifteen (15) years from the date of these presents have, or which the said Young has or may at any time hereafter within the term of fifteen (15) years from the date of these presents have any right by agreement or otherwise to acquire or take over in and to any and all inventions and improvements made or which may hereafter be made, relating or pertaining in any way to machinery or devices intended or adapted for use in the manufacture or preparation of heels, and in, to and under any and all Letters Patent of any and all countries other than the United States and the Dominion of Canada heretofore granted, or which may hereafter be granted for such inventions and improvements.

Three. The said Young hereby covenants and agrees with the said United Company, its successors and assigns, that without further or other consideration than that herein expressed he will forthwith fully and particularly disclose to the officers and patent solicitors of the said United Company all inventions and improvements

heretofore made by him and all rights, title and interests in inventions and improvements of others, made or to be made, now owned or possessed by him, or which he has any right by agreement or otherwise to acquire or take over, which relate or pertain in any way to machinery or devices intended or adapted for use in the manufacture or preparation of heels, and that hereafter upon making any inventions or improvements relating or pertaining in any way to machinery or devices intended or adapted for use in the manufacture or preparation of heels, or acquiring any right, title or interest in or to, or any right to acquire or take over any such inventions or improvements of others made or to be made, or any interest therein, or acquiring any right, title or interest in, to or under, or any right to acquire or take over any Letters Patent (or any interest therein) of any country other than the United States or the Dominion of Canada for such inventions or improvements at any time within the term of fifteen (15) years from the date of these presents, he will forthwith disclose the same to the said United Company, its successors or assigns, its or their officers and patent solicitors; that he will repeat such disclosures when and as often as requested by the said United Company, its successors or assigns; will execute and deliver any and all assignments, application papers and other instruments, and will do or cause to be done all acts necessary or convenient or desired by the said United Company, or by its successors or assigns, to vest in the said United Company, its successors and assigns, its or their nominee or nominees, the full and complete right, title and interest in all countries other than the United States and the Dominion of Canada in, to and under said inventions, improvements, Letters Patent, and such interests therein and rights thereunder; and, so far as is or shall be within his power, to enable the said United Company, its successors or assigns, to obtain Letters Patents covering such inventions and improvements, or any thereof, in any and all countries other than the United States and the Dominion of Canada, in which the said United Company, its successors or assigns, shall desire to obtain Letters Patent therefor, and to enjoy the full benefit of such inventions, improvements, Letters Patent and interests and rights.

Four. The said Young hereby sells, assigns, transfers and sets over unto the said United Company, its successors and assigns, all business and good-will which he now possesses or enjoys, relating or pertaining in any way to the business of manufacturing or dealing in machinery or devices intended or adapted for use in the manufacture of heels in any and all countries other than the United States and the Dominion of Canada, and agrees that upon receipt by him of any orders for such machines or devices at any time within the term of fifteen (15) years from the date of these presents he will promptly and without further consideration communicate and transfer the same to the said United Company, its successors or assigns.

Five. The said Young does hereby further covenant with the said United Company, its successors and assigns, that he will not without the consent in writing of the said United Company, its successors or assigns, at any time prior to fifteen (15) years from the date of these presents, directly or indirectly, individually, as partner, or as officer in any corporation, or in any other manner enter into or be engaged in, or financially or otherwise assist any person, firm or corporation in engaging in or developing or carrying on in any country other than the United States and the Dominion of Canada any business which consists in whole or in part in or relates to or is concerned in any way in the manufacture or lease or sale of machinery or devices intended or adapted for use in any way in the manufacture or preparation of heels.

Six. The United Company, provided the said Young shall faithfully keep and perform all covenants and agreements herein contained or implied on his part to be kept and performed, shall pay to the said Young, his heirs, executors, administrators and assigns, in accordance with and subject to the provisions herein contained, the sum of Fourteen Thousand (14,000) Dollars in installments as hereinafter set forth. And assignment or alienation of said sum, or any part thereof, shall be subject and shall be expressed to be subject to all equities, rights and privileges, by way of set-off, counter-claim or otherwise of the said United Company and to the performance of all covenants for the benefit of said United Com-

pany herein contained or implied, and the said United Company shall in no case be bound to recognize any assignment or alienation of said sum, or any part thereof, unless notice of such assignment or alienation in writing, signed by the said Young and by the said assignee, and containing an order on the part of the said Young to pay to the said assignee, shall be received by the said United Company within five (5) days from the date of such assignment or alienation.

Seven. Said sum of Fourteen Thousand (14,000) Dollars shall be paid as follows, to wit:—

On or before the first day of December in each of the years 1903, 1904, 1905 and 1906, the sum of Three Thousand (3000) Dollars, and on or before the first day of December in the year 1907, the sum of Two Thousand (2000) Dollars; provided, however, that the said United Company shall have the right at any time, at its option, to pay to the said Young the balance then unpaid of said sum of Fourteen Thousand (14,000) Dollars, less a discount from the amount then unpaid at the rate of five per cent. (5%) per annum; and further provided that the amount by which the prices charged for all machines purchased from the said Young by the said United Company, or by any of its associate or subsidiary companies as hereinafter provided (less discounts for cash if such discounts are actually taken) exceeds the manufacturing cost of such machines shall as hereinafter provided be deducted from the amounts to be paid to the said Young, his heirs, executors, administrators and assigns, hereunder,

Eight. The said Young shall fill any and all orders which he may receive from the said United Company, or its subsidiary or associate companies, at any time within five (5) years from the date hereof, for Compressing Machines for export to such countries other than the United States and the Dominion of Canada, as the said United Company, its subsidiary or associate companies, may desire, of the type now manufactured by the said Young; and in case the said United Company or its associate or subsidiary companies shall order any such machine or machines from the said Young and shall desire to have the same constructed embodying

therein changes and modifications from the said machines as now constructed, the said Young shall fill such orders with machines embodying such changes and modifications; provided, however, that if at any time the said Young shall discontinue the manufacture of Compressing Machines, he shall, upon six (6) months notice to the said United Company of his intention so to discontinue, be relieved from any further obligation hereunder to fill orders for such machines. Such notice shall take effect upon the expiration of six (6) months from the receipt thereof by the said United Company.

Nine. All machines purchased from the said Young by the said United Company, or by any of its associate or subsidiary companies under the foregoing provisions hereof shall be charged to the said purchaser at the rate at which like machines are now charged to the said United Company, its subsidiary and associate companies, subject, however, to additions thereto or deductions therefrom, equal to any differences in manufacturing cost caused by reason of any changes or modifications from the machines as now constructed made at the request of said United Company, its subsidiary or associate companies.

Ten. On the first day of December in each year, until the said sum of Fourteen Thousand (14,000) Dollars, less deductions therefrom, as herein provided, shall have been paid in full to the said Young, his heirs, executors, administrators, or assigns, an account shall be taken to determine the number of machines, if any, which have prior to each such accounting been ordered by the said United Company, or its subsidiary or associated companies, and have been or are to be supplied by the said Young hereunder on account of which deduction as herein provided has not already in some prior accounting been made and the manufacturing cost of such machines shall be deducted from the charging price as hereinbefore provided therefor (less discounts for cash if such discounts are actually taken) and the difference between such manufacturing cost and such charging price shall be deducted, as herein provided from the amount payable hereunder by the said United Company to the said Young, his heirs, executors, administrators or assigns. Such de-

duction on account of each machine so ordered shall be made from the amount of the installment hereinbefore provided, next to become payable after the date on which such machine is ordered so that the amounts payable to the said Young, his heirs, executors, administrators and assigns hereunder on the respective dates hereinbefore provided for the payment of said several installments shall be the respective amounts hereinbefore provided less in each case an amount equal to the sum by which the amounts charged as aforesaid for all such machines so ordered prior to said respective dates, and on account of which such deduction has not already been made, exceeds the manufacturing cost of such machines.

In Witness Whereof the said William J. Young has hereunto and to another instrument of even date and like tenor set his hand and seal, and the said United Shoe Machinery Company has caused this instrument to be signed in duplicate by George W. Brown its Treasurer and its corporate seal to be affixed the day and year first above written.

[SEAL]

WILLIAM J. YOUNG

[SEAL]

UNITED SHOE MACHINERY COMPANY

George W. Brown, Treasurer.

In the presence of H. G. Donham

SCHEDULE "A".

British Letters Patent, No. 12918, granted June 21, 1899 to Alfred George Brookes upon disclosure from abroad by William J. Young for Improvements in Heel Compressing Machines.

Letters Patent of the Empire of Germany, No. 133,038, dated July 5, 1899, granted to Deutsche Vereinigte Schuhmaschinen Gesellschaft m. b. H., in Frankfurt a. M., and described as follows:—

Zuführungs- und Ablegevorrichtung für Absatzpressen.

PLAINTIFF'S EXHIBIT 100.

[Put in Evidence, page 540.]

This Agreement made this twentieth day of November A. D. 1902, by and between George A. Smith, of Philadelphia, in the County of Philadelphia and Commonwealth of Pennsylvania, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in said State of New Jersey, and having a place of business in Boston, Massachusetts (hereinafter called the United Company), Witnesseth :

That Whereas the United Company is engaged in the manufacture of machines, appliances, devices and supplies for use in the manufacture of boots and shoes and in the business of supplying such machines, appliances, devices and supplies to manufacturers of boots and shoes and to others in all parts of the United States and in other countries ;

And Whereas the said Smith is the owner of the majority of the capital stock of The George A. Smith Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, and having a place of business in said Philadelphia (hereinafter called the Smith Company), which corporation is engaged in the business of manufacturing and dealing in machinery, appliances, devices and supplies used by manufacturers and dealers in boots or shoes and by others ;

And Whereas the said Smith desires to assign, transfer and deliver and cause to be assigned, transferred or delivered to the United Company the property, assets and business of the said Smith Company, as hereinafter set forth, and the entire capital stock of the said Smith Company, and the said United Company desires to acquire the same upon the terms hereinafter set forth.

Now, Therefore, the said George A. Smith and the said United Company, each in consideration of the covenants and agreements on the part of the other herein contained, do hereby covenant and agree as follows: —

One. The said Smith shall upon demand, after the execution of

these presents, execute and deliver, or shall cause to be executed and delivered any and all instruments and shall do and cause to be done all acts necessary or desired by the said United Company to convey and transfer to and fully and completely vest in the said United Company, its successors and assigns, its nominee or nominees, the full and complete right, title and interest in and to all the property, assets and business of the said Smith Company, including stock in trade, furniture, fixtures, orders, the good-will of said business and any and all other property and assets of every name and nature, excepting its franchise and excepting its accounts, notes and bills receivable, claims and choses in action and excepting also any portion or portions of its stock in trade, fixtures or furniture which, as hereinafter provided, shall not be included in the inventory of such stock in trade, fixtures and furniture hereinafter provided to be made.

Two. As soon as convenient after the execution of these presents an inventory shall be taken by the said George A. Smith and by a representative of the said United Company to be appointed for that purpose, of the stock in trade, furniture and fixtures of the said Smith Company, setting forth in detail such property, together with a valuation of the several items contained in such inventory at such valuation as shall be agreed upon by and between the said Smith and the said representative of the said United Company,

Provided however, that if the said United Company shall elect not to acquire or if the said Smith and the said representative of the United Company shall be unable to agree upon a valuation to be placed upon any portion or portions of said stock in trade, fixtures and furniture, such portion or portions shall not be included within such inventory and shall be excepted from the property hereby agreed to be conveyed.

Three. The said Smith shall provide for the discharge of all outstanding indebtedness and direct or contingent obligations of the said Smith Company, and shall deliver to the said United Company duly endorsed in blank the certificates representing the total issued and outstanding stock of the said Smith Company.

Four. The said Smith hereby covenants and agrees with the said United Company, its successors and assigns, that he will not at any time within ten (10) years from the date of these presents, within the United States or in any other country, directly or indirectly, individually, as partner, or as an officer or stockholder in any corporation or otherwise (excepting in so far as he may be interested in or may be employed by the said United Company) without the written consent of the said United Company enter into or be engaged in or financially or otherwise assist any person, firm or corporation in entering into or developing or carrying on any business which relates or pertains in any way to the manufacture or sale or lease of any machines, machinery, devices or appliances intended or adapted for use in any way in the manufacture of boots or shoes, or any business which relates to or is concerned in the manufacture or sale or otherwise supplying to manufacturers of boots or shoes or to others, supplies intended or adapted for use in or about or in connection with any such machines, machinery, devices or appliances, or any business which will in any way compete with or interfere with any business carried on by the said United Company or by any company in which the said United Company is the legal or equitable owner of the majority of the capital stock; provided, however, that nothing herein contained shall interfere with the right of said Smith to engage in any business in any line or lines of shoe manufacturers' supplies or findings, which at the time of his entering into or engaging in such business are not dealt in by the said United Company or by any company in which the said United Company is legal and equitable owner of the majority of the capital stock.

Five. The United Company, upon receipt by it of all instruments of assignment and transfer and other instruments, and the performance of all acts necessary or desired by the United Company to vest in the said United Company, its successors and assigns, its nominee or nominees, good, clear and complete title in and to all property, assets, business and good-will of the said Smith Company (excepting its franchise and excepting its accounts, notes and bills receivable, claims and choses in action and excepting also

any portion or portions, if any, of its stock in trade, furniture and fixtures as shall be excepted under the provisions hereinbefore contained), and upon delivery to the said United Company of all such property and also of the certificates representing the entire capital stock of the said Smith Company duly endorsed in blank shall pay to the said Smith an amount equal to the valuation as fixed by the inventory above provided for of all the stock in trade, furniture and fixtures included therein.

Six* Inasmuch as the said Smith is the owner of the building and premises No. 415 Arch Street in Philadelphia, now occupied by the said Smith Company for the purposes of the business hereby agreed to be conveyed to the said United Company, and it is desired that the said United Company shall continue to occupy said building and premises for the purpose of carrying on upon said premises such part of the business formerly carried on by the said Smith Company as it shall deem advisable together with such extensions thereof and additions thereto as it may consider advisable, it is hereby agreed that the said Smith, as owner, shall lease to and the said United Company shall accept from the said Smith a lease of the said building and premises, No. 415 Arch Street in said Philadelphia for the term of from , paying to the lessor rental therefor at the annual rate of \$2500.00.

Seven. The said United Company agrees that in case the said Smith so desires, the United Company will use its best efforts for the collection of the outstanding accounts, notes and bills receivable of the said Smith Company in the ordinary course of business without charge to the said Smith in excess of the actual expense thereof to the United Company.

In Witness Whereof the said George A. Smith has hereunto and to another instrument of even date and like tenor to these presents set his hand and seal, and the said United Shoe Machinery Company had caused these presents to be signed in duplicate by George W. Brown, its Treasurer, and its corporate seal to be affixed the day and year first above written.

GEORGE A. SMITH

UNITED SHOE MACHINERY CO.

George W. Brown, Treasurer.

PLAINTIFF'S EXHIBIT 101.

[Put in Evidence, page 542.]

This Agreement made this eighteenth day of December, A. D. 1902, by and between George A. Emerson and William R. Sampson, both of Lynn, in the County of Essex and Commonwealth of Massachusetts, copartners, doing business in said Lynn under the name and style of George W. Emerson & Company, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in said State of New Jersey, having a place of business in Boston in said Commonwealth of Massachusetts (hereinafter called the United Company), Witnesseth :

That Whereas the said Emerson and Sampson as copartners as aforesaid are engaged in the business of manufacturing and dealing in machinery, appliances, devices and supplies intended or adapted for use in the manufacture of boots and shoes and otherwise, and are, as copartners aforesaid and individually, the owners of machinery, tools, fittings and other equipment useful in connection with said business, and of such machinery, appliances, devices and supplies, manufactured or in process of manufacture, and are likewise the owners of certain inventions and improvements, and of Letters Patent and applications for Letters Patent of the United States and of other countries covering the same ;

And Whereas the United Company is engaged in the manufacture of machines, appliances, devices and supplies for use in the manufacture of boots and shoes, and in the business of supplying such machines, appliances, devices and supplies to manufacturers of boots and shoes in all parts of the United States and in other countries ;

And Whereas the said Emerson and Sampson desire to sell, assign, transfer, set over and deliver to the said United Company, and the said United Company desires to acquire all and entire the property, assets, interests and rights of every name and nature relating or pertaining in any way to the said business heretofore carried on by the said Emerson and Sampson as copartners as

aforesaid, and all property, assets, interests and rights of every name and nature owned or controlled by the said Emerson and Sampson, or by either of them, relating or pertaining in any way to machinery, appliances, devices and supplies intended or adapted for use in the manufacture of boots and shoes or to the manufacture thereof, or to the business of dealing therein.

Now, Therefore, the said George A. Emerson and the said William R. Sampson, and each of them, in consideration of the covenants and agreements on the part of the said United Company herein contained, and the said United Company in consideration of the covenants and agreements on the part of the said Emerson and the said Sampson, and each of them, herein contained, do hereby covenant and agree as follows:—

One. The said Emerson and Sampson do hereby sell, assign, transfer and deliver unto the said United Company, its successors and assigns, and they and each of them shall hereafter if requested by the said United Company, its successors or assigns, execute and deliver and cause to be executed and delivered any and all instruments, and shall perform and cause to be performed any and all acts necessary or desired by the said United Company, its successors or assigns, to fully and completely confirm in the said United Company, its successors and assigns, full and complete title thereto, all property, assets, interests and rights of every name and nature (except alone bills, notes and accounts receivable) owned or controlled by the said Emerson and Sampson as copartners as aforesaid, and all property, assets, interests and rights of every name and nature of the said Emerson and Sampson, or either of them, relating or pertaining in any way to machinery, appliances, devices or supplies intended or adapted for use in the manufacture of boots and shoes or to the manufacture thereof, or to the business of dealing therein, including herein all Letters Patent of the United States and of any and all foreign countries, all inventions and improvements, all applications for Letters Patent of the United States and of any and all foreign countries, and all rights in, to and under such Letters Patent, applications and inventions, all leases, rights, machines, appliances, devices and supplies in stock or in process of

construction, stock on hand manufactured, unmanufactured or in process of manufacture, machinery, tools, special tools, jigs, patterns, drawings, fixtures, duplicate parts, supplies, the entire equipment and fittings of the plant heretofore occupied by the said George W. Emerson & Company, all orders on hand and the goodwill of the business which has heretofore been carried on by the said copartnership, all claims and demands under agreement or otherwise for the use of inventions or for infringement of Letters Patent, and any and all other property, assets, interests and rights of every name and nature (except notes, bills and accounts receivable) of the said George W. Emerson & Company, and all other property, interests and rights of every name and nature of the said Emerson and Sampson, or either of them, relating or pertaining in any way to machinery, appliances, devices or supplies intended or adapted for use in the manufacture of boots and shoes or to the manufacture thereof, or to the business of dealing therein.

Two. The said Emerson and Sampson do especially hereby sell, assign, transfer and deliver unto the said United Company, its successors and assigns, all of the property referred to in an inventory which has been made of the machinery and stock on hand of the said George W. Emerson & Company, a copy of which has been furnished to the said United Company, and a summary of which is set forth in the schedule hereto annexed and marked "Schedule A," and the said Emerson and Sampson, and each of them, do hereby covenant with and warrant to the said United Company, its successors and assigns, that they are the sole and exclusive owners of all the property set forth in said inventory, that the said property is free from all encumbrances, and that they have good right to sell and assign the same as aforesaid, and that they and each of them will warrant and defend the same against the lawful claims and demands of all persons.

Three. The said Emerson and the said Sampson, and each of them, do hereby especially grant, sell, assign, transfer and set over unto the said United Company, its successors and assigns, the entire right, title and interest had by the said Emerson and Sampson, or by either of them, or which they or either of them have

any right by agreement or otherwise to acquire or take over in and to any and all inventions and improvements made or to be made relating or pertaining in any way to machinery, appliances, devices or supplies intended or adapted for use in the manufacture of boots or shoes, and the entire right, title and interest had by the said Emerson and Sampson, or by either of them, in, to and under any and all Letters Patent of the United States and of any and all foreign countries for such inventions and improvements, and in, to and under any and all applications for Letters Patent of the United States and of any and all foreign countries therefor, including herein especially the entire right, title and interest, free from any and all encumbrances, in, to and under the Letters Patent of the United States, and of other countries, and the applications for Letters Patent referred to in the schedule hereto annexed and marked "Schedule B," and in and to the inventions and improvements therein shown or described, and in, to and under any and all Letters Patent to the United States, and of any and all foreign countries which have been or may hereafter be granted upon such inventions and improvements, or any of them.

Four. The said Emerson and Sampson, and each of them, do hereby covenant with and warrant to the said United Company, its successors and assigns, that they are the sole and exclusive owners of the entire right, title and interest in, to and under each and every of the Letters Patent of the United States and of other countries, and of the applications for Letters Patent referred to in said "Schedule B," and the entire right, title and interest in and to the inventions and improvements therein shown or described; that they have good right to sell and assign the same, and that they will warrant and defend the same against the lawful claims and demands of all persons. And the said Emerson and Sampson, and each of them, do further covenant and agree that upon request of the United Company, its successors and assigns, they will execute and deliver and will cause to be executed and delivered any and all instruments, and will perform and cause to be performed any and all acts necessary or desired by the said United Company, its successors or assigns, to vest and confirm in the said United Company,

its successors and assigns, the entire right, title and interest, free from any and all encumbrances, in, to and under each and every of said Letters Patent, applications, inventions and improvements, and to enable the said United Company, its successors and assigns, to show good and complete title to each of said Letters Patent and applications upon the records of the Patent Offices of the respective countries in which the said Letters Patent have been granted and the said applications filed, or otherwise to dispose said title as the said United Company, its successors and assigns, may desire; and, further, that they will execute and deliver and will cause to be executed and delivered to the said United Company, its successors and assigns, all applications and other instruments, and will do and cause to be done all acts which the said United Company, its successors or assigns, may desire to enable the said United Company, its successors and assigns, to apply for and to obtain for the sole benefit of the United Company, its successors and assigns, Letters Patent covering said inventions and improvements, or any of them, in any and all countries in which the said United Company, its successors and assigns, may desire to obtain Letters Patent covering the same, and to invest and confirm the full and complete title to all such Letters Patent in the said United Company, its successors and assigns.

Five. The said Emerson and the said Sampson, and each of them, do hereby grant, sell, assign, transfer and set over unto the said United Company, its successors and assigns, the entire right, title and interest in and to any and all inventions and improvements which they or either of them may make, own or have any right by agreement or otherwise to acquire or take over at any time within fifteen (15) years from the date of these presents relating or pertaining in any way to machinery, appliances, devices or supplies intended or adapted for use in the manufacture of boots and shoes, and the entire right, title and interest in and to any and all Letters Patent of the United States and of any and all foreign countries covering the same.

Six. The said Emerson and Sampson, and each of them, do hereby covenant and agree with the said United Company, its suc-

cessors and assigns, that hereafter upon making any inventions or improvements in or relating to machinery, appliances, devices or supplies intended or adapted for use in the manufacture of boots or shoes at any time within fifteen (15) years from the date of these presents, or within said period acquiring any right, title or interest in any such inventions or improvements, they, and each of them, shall forthwith disclose the same to the said United Company, its successors and assigns, its and their officers and patent solicitors; will repeat such disclosures when and as often as requested by the said United Company, its successors or assigns; will execute and deliver any and all assignments, application papers and other instruments, and will do any and all acts necessary or desired by the said United Company, its successors or assigns, and to vest in the said United Company, its successors and assigns, the full and complete right, title and interest in, to and under said inventions, improvements, Letters Patent and applications for Letters Patent, and such interests therein and rights thereunder, and to enable the said United Company, its successors or assigns, to obtain Letters Patent covering such inventions and improvements or any thereof in the United States and in any and all foreign countries in which the said United Company, its successors or assigns, shall desire to obtain Letters Patent therefor, and to enjoy the full benefit of such inventions, improvements, Letters Patent, applications, interests and rights.

Seven. The said Emerson and the said Sampson, and each of them, hereby covenant and agree with the said United Company, its successors and assigns, that they will not, nor will either of them, without the consent in writing of the said United Company, at any time prior to fifteen (15) years from the date of these presents, directly or indirectly, individually, as partner, or as officer in any corporation, or in any other manner (excepting in so far as they or either of them may be interested in or employed by the said United Company, its successors or assigns), enter into or be engaged in or financially or otherwise assist any person, firm or corporation in entering into or developing or carrying on any business which relates to or is in any way concerned in the manufac-

ture or sale of or otherwise dealing in any machinery, appliances, devices or supplies intended or adapted for use in the manufacture of boots and shoes, or in any business which will in any way interfere with or compete with any business carried on by the said United Company, its successors or assigns.

Eight. All right, title and interest of the said Emerson and Sampson, or either of them, in and to all burnishing machines put out by the said George W. Emerson & Company, and which on the tenth day of December, A. D. 1902, were not paid for are hereby transferred to the said United Company, its successors and assigns, together with all amounts due or to become due as payment therefor, and all claims on account thereof; and the said Emerson and Sampson do hereby irrevocably constitute and appoint the said United Company, its successors and assigns, the true and lawful attorney of them, and each of them, to institute in the name of the said Emerson and Sampson, or otherwise, such proceedings at law or in equity as the said United Company may deem desirable to secure, protect and enforce the same.

Nine. It is agreed that between the eighteenth day of December aforesaid and the date of actual delivery of the property hereby agreed to be conveyed to the said United Company, all business relating to the property hereby conveyed or agreed to be conveyed shall be carried on for the benefit of the said United Company, and that all amounts received from the sale of goods included within the terms hereof, or otherwise from the conduct of said business after the said eighteenth day of December, A. D. 1902, and all amounts collected after said tenth day of December, A. D. 1902, on account of the burnishing machines above referred to put out prior to said tenth day of December and not then paid for, shall be turned over to the said United Company, and that all amounts payable on account of goods sold or delivered or business done since said eighteenth day of December, A. D. 1902, shall be payable to the said United Company, the said United Company assuming the expenses of conducting such business from and after the said eighteenth day of December.

Ten. The said United Company shall upon receipt by it of all

instruments duly executed which shall be immediately requested by it for the purpose of carrying out the foregoing terms of this instrument, and upon delivery to it of the property hereinbefore agreed to be conveyed, pay to the said Emerson and Sampson jointly the sum of Forty-one Thousand, Five Hundred Dollars (\$41,500). Such payments shall not, however, relieve the said Emerson and Sampson from any obligation to execute and deliver and to cause to be executed and delivered any and all further instruments, and to do and cause to be done any and all further acts necessary or desired by the said United Company, its successors or assigns, to carry out the full purpose and intent of this instrument, but the said Emerson and Sampson shall continue to be bound at any and all times hereafter to execute and cause to be executed all such further instruments, and to do and cause to be done all such further acts.

In Witness Whereof the said Emerson and Sampson have caused this instrument to be signed in the name of the said George W. Emerson & Company by George A. Emerson thereto duly authorized, and have hereunto set their respective hands and seals, and the said United Shoe Machinery Company has caused these presents to be signed by Sidney W. Winslow its President and its corporate seal to be hereunto affixed the day and year first above written.

GEORGE W. EMERSON & COMPANY

By George A. Emerson

GEORGE A. EMERSON

WILLIAM R. SAMPSON

UNITED SHOE MACHINERY CO.

By Sidney W. Winslow, President

In the presence of H. G. Donham.

SCHEDULE "A"

Summary of Inventory — To which reference may be had.

Pulleys

Finished Parts

Belting

Shafting

Machines

Hangers

Brushes	Couplings
Splitter Knives	Machinery
Parts	Tools
Composition Castings	Fixtures
Iron Castings	Patterns
Bar steel	Furniture

SCHEDULE "B"

Letters Patent of the United States.

No. 11,580, (Reissue) dated December 29, 1896, issued to S. D. Tripp, for Edge Finishing Machine.

No. 587,378, dated August 3, 1897, issued to S. D. Tripp, for Edge Finishing Machine.

No. 638,862, dated December 12, 1899, issued to Samuel J. Brissette, Assignor, to Geo. A. Emerson and William R. Sampson, for Leather Rolling Machine.

No. 650,998, dated June 5, 1900, issued to Seth D. Tripp, Assignor to Thaxter N. Tripp, for Sole Edge Burnishing Machine.

No. 653,016, dated July 3, 1900, issued to Samuel J. Brissette, Assignor, to George A. Emerson, for Heel Scarfing Machine.

No. 690,549, dated January 7, 1902, issued to Milton H. Ballard, Assignor, to George W. Emerson & Company, for Buffing Machine.

No. 701,425, dated June 3, 1902, issued to S. D. Tripp, Assignor, to Thaxter N. Tripp, for Edge Finishing Machine.

No. 705,550, dated July 29, 1902, issued to Milton H. Ballard, Assignor to Geo. W. Emerson & Company, for Polishing Machine.

British Letters Patent.

No. 19,314, dated September 1, 1896, granted to Seth Dexter Tripp, for Improvements in Edge Finishing Machines for Boots and Shoes.

Letters Patent of France.

No. 259,374, dated September 1, 1896, granted to Seth Dexter Tripp, for Edge Finishing Machine; also Patent of Addition to said Patent No. 259,374, said Patent of Addition being dated August 3, 1897.

Letters Patent of Germany.

No. 92,486, dated September 1, 1896, granted to Seth Dexter Tripp, for Maschine zum Zurichten der Sohlenkanten; also Patent of Addition to said Patent No. 92,486, said Patent of Addition being numbered 96,269, dated August 3, 1897, granted to Seth Dexter Tripp, for Maschine zum Zurichten der Sohlankanten.

Applications for Letters Patent of the United States.

Serial No. 99,851, filed March 25, 1902, Robert W. Thomson, Heel Waxing Machine.

Serial No. 129,998, filed November 3, 1902, Robert W. Thomson, Heel Waxing Machine.

PLAINTIFF'S EXHIBIT 102.

[Put in Evidence, page 545.]

Know all Men by these Presents:

That The T. A. Norris Machine Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having a principal place of business at 74 Commercial Street, in Brockton, in the County of Plymouth, in said Commonwealth, hereinafter called the Norris Company, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to it paid by the United Shoe Machinery Company, of Paterson, in the State of New Jersey, a corporation duly organized under the laws of the said State of New Jersey, and having a place of business at 205 Lincoln Street, in Boston, in said Commonwealth of Massachusetts, hereinafter called the United Company, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and deliver unto the said United Shoe Machinery Company, all machines, machinery, tools, special tools, jigs, patterns, models, drawings, parts of machines, findings, shafting, hangers, pulleys, belting, office furniture and fixtures, owned by the Norris Company, including especially the chattels enumerated on the annexed schedules marked "Schedule A", "Schedule B" and "Schedule C", which chattels enumerated on the said schedules are now in the

building numbered 74 Commercial Street in said Brockton, and all other chattels belonging to the Norris Company wherever located, excepting only the accounts, books of account, stock books, blank certificates of stock, and the corporate seal of the said Norris Company;

To Have and to Hold the above granted goods and chattels, together with all the rights, privileges and appurtenances thereunto pertaining to the said United Shoe Machinery Company and its successors and assigns forever.

The said Norris Company for the consideration aforesaid does hereby for itself and for its successors and assigns, covenant and agree with the United Company and its successors and assigns that it is the legal owner of the goods and chattels enumerated on the said Schedules hereto annexed, that it has good right to sell and convey the same, and that the said goods and chattels are free from all debts and liabilities of the Norris Company.

And for the consideration aforesaid the Norris Company for itself and its successors and assigns covenants and agrees with the United Company and its successors and assigns that the Norris Company will and its successors and assigns shall execute and deliver any and all instruments and do all things which may be necessary or convenient to carry out the terms and intent of this instrument, and to vest in the United Company, its successors and assigns, the full and complete legal title to all goods and chattels owned by the Norris Company, with the exception aforesaid.

In Witness Whereof said The T. A. Norris Machine Company has caused this instrument to be executed and its corporate seal to be hereunto affixed by Thomas A. Norris, its President, thereunto duly authorized, this 1st day of July, A. D. 1902.

THE T. A. NORRIS MACHINE COMPANY

[SEAL]

By Thomas A. Norris, President.

United States of America.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, July 1, A. D. 1902.

Then personally appeared the above named Thomas A. Norris,

to me personally known, and known by me to be the President of The T. A. Norris Machine Company, and acknowledged that he executed the foregoing instrument as President of The T. A. Norris Machine Company, and that the same is the free act and deed of The T. A. Norris Machine Company.

Before me,

[SEAL]

Nelson W. Howard, Notary Public.

SCHEDULE A.

T. A. Norris Machine Company. Summary of Inventory.

Shoe Machinery in stock	\$3335.85
Machine shop tools, and tool room }	
Patterns, jigs and special tools. }	3025.00
Office furniture and fixtures,	496.00
Belting & Lace,	1245.22
Wood Pulleys	489.93
Shafting, Hangers, etc.	403.16
McKay Parts, (Sewer)	624.69
McKay Channeler and Raymond rotary parts,	157.87
Machine parts and Findings, etc., (Sheets 5-6-8)	1170.70
Parts of machines in cases	578.36
	<hr/>
	\$11526.78

SCHEDULE B.

Machines at the T. A. Norris Machinery Company, June 10, 1902.

Mr. Putnam & Mr. Nash.

1 Woods Gilder	Junk
1 Repair Machine	Junk
1 Union Single Edge Setter	Junk
1 Light Post Edge Trimmer	Junk
1 Chan. Layer Stand S. H.	Junk
1 Tower Roller	Junk
1 Tapley Twin Burnisher S. H.	Junk
1 38" Safford Splitter	Junk
1 38" O. S. Stowe Splitter	Junk

1 24" Whitmore Splitter S. H.	Junk
1 26" O. S. Stowe Splitter	Junk
1 Goddard Box Toe Machine	Junk
1 F. S. Loop Cutter	Junk
1 Williams St. Edge Folder	Junk
1 Power Welt Cutter S. H.	Junk
1 Stetson Channeler S. H.	Junk
1 Whitmore Siding Machine	Junk
1 14" Chase Skiver S. H.	Junk
1 Watson Bearer S. H. O. S.	Junk
2 Wheeler Waukenphast Machines	"
1 Brock Chan. Layer	"
1 Monitor Eyeletter	"
1 N. O. S. Skiver	"
2 Stimpson Tip Punches	"
1 G. S. Eyeletter	"
1 Whitcomb Boot Attachment	"
1 Bresnahan Heel Bearer	"
1 Bonney Snipper	"
1 Stimpson Tip Punch	"
1 Eureka Eyeletter	"
1 Whiteher Strap Cutter	"
1 O K Eyeletter Frame	"
1 Norris Feather Edger O. S.	"
1 Stimpson Tip Punch	"
1 Upside Down Machine	"
2 Lining Stay Markers, New	"
1 Norris F. P. Gang Punch Frame Out of date.	Junk
1 Loop Stitch Cutter	Junk
1 Edge Trimmer Grinder	"
1 Buffer A. Power Eyeletter, Reb.	"
2 Stetson Rand Turners	"
1 Com. Seam Hammer	Junk
1 O. S. Carver Vamp Skiver	"
1 F. S. Loop Cutter	"
1 Nevins Vamp Skiver	"

1 O. S. Vamp Polisher	Junk
3 Nute Seam Rubbers	"
1 Severance Tap Rounder	"
1 Edge Trimmer S. H.	"
1 Naumkeag Buffer, Pneu. Top Arm	"
1 Busell Edge Trimmer, Light	"
1 Merritt F. P. Eyeletter	"

Basement.

4 Vose Heel Seat Rounder	Junk
1 Wardwell Stitcher	"
1 Williams Bal Folder	"
2 Monitor Eyeletters	"
1 Norris Bench Channel Layer	"
1 Brewer Gore Cutter	"
1 30" Shoe Machinery Roller	"
1 O. S. American Slug Grinder	"
1 O. S. 26" Stowe Splitter	"
2 Rock. Hot Kit Twin Burnishers	"
1 Busell Heel Burnisher	"
4 Smith Rounders	"
1 Rock. Twin Hot Kit	"
1 O. S. S. & F Moulder Frame	"
1 Knox Blocker (No table)	"

Junk Machinery.

3 Hartford Rounders, 2 high, 1 Bench.
3 McKay Machines, Sunk Head Frame
1 Heel Chopper
1 Singer I. M. Machine.

SCHEDULE C.

Estimate of Machines at the T. A. Norris Machinery Company,
June 10, 1902, By Mr. Putnam and Mr. Nash.

2 Amazeen Machines, Dunham Belt Attachment	17.50
(1 rebuilt \$5.00 : 1 New \$12.00)	
1 O K Eyeletter	2.50

1 Lufkin Folder	25.00
1 Imp. Stitch Machine	9.00
1 Fischer Chan. Turner	12.00
1 #1 Rock. Heel Key and Brush	6.00
1 Norris Tip Punch (Cost \$10.00)	10.00
1 Norris Hot Kit Burn (Cost \$16.00) Like #8 Burnisher	16.00
1 Norris Piece Heel Builder (Cost \$5.00)	5.00
1 Pinking Machine & Cutter	3.00
1 Rebuilt Edge Trimmer, Post	10.00
1 Fifield Chan. Layer	5.00
1 Ross Breaster	11.00
1 Smith Heel Trimmer	10.00
1 Ross Twin Edge Setter	25.00
1 Washburn Channel Layer New, Cost \$12.00	9.00
1 18" C. S. Bench U. L. Splitter Fifield	20.00
1 18" C. S. Sole Evenner	20.00
1 Sq. Base Edge Trimmer	12.00
1 Washburn Chan. Layer New Cost \$12.00	9.00
1 Brush Shaft & Heel Key	3.00
1 Buzzell Heel Scourer	12.50
1 Washburn Channel Layer, New (Cost \$12.00)	9.00
1 Buzzell S. W. Buffer	17.50
1 Gilmore Buffer	25.00
1 Bresnahan Rand Chopper	8.00
1 McKay Sewer, Peare Horn	65.00
1 18" Centennial Splitter U. L.	20.00
1 18" Stowe Splitter U. L.	16.00
1 S. & F. Moulder, Heavy	25.00
1 Carver Heel Scourer	25.00
1 Stur. Exhauster 40"	25.00
1 L. W. Splitter	20.00
1 Ross Twin Edge Setter	25.00
1 McKay Sewer Stanley Gas Horn	50.00
1 Tapley Wauk. Machine	5.00
1 Norris Rand Chopper, New Cost \$5.00	5.00
1 Busell Sq. Base Trim.	21.00

1 18" Stowe Splitter U. L.	16.00
2 18" C. S. Sole Eveners	40.00
2 18" Carver Sole Evener	60.00
1 Smith Heel Trimmer	10.00
1 4' Hawkins Sole Cutter New Cost \$120.00	120.00
1 Adams Top Pc. Scourer	15.00
1 Giant Leveler, Second-hand, Short Rack	25.00
1 Rock. Heel Finisher	15.00
1 Heel Press Screw	3.00
1 Edge Rimmer, S. H., Base (S. & F.)	3.00
1 #4 Sturt. Blower S. H.	5.00
1 W. B. 30 Roller Cast Gears	30.00
1 18" Stowe Splitter U. L.	16.00
1 30" W. B. Roller Cut Gear	30.00
2 40" Brush Shafts, Norris	7.50
1 Puritan 4-row Strapper	70.00
1 Twin Union Edge Setter	25.00
1 9' Hawkins Gearless Cutter	100.00
6 Norris 6' Brush Shafts (Cost \$5.50 each)	33.00
2 Carver 4' Brush Shaft	7.00
1 Six Gang Veneer Press	2.00
1 18" Cent. Splitter, U. L.	25.00
1 22" Tripp Roller	16.00
1 9' Hawkins Sole Cutter Gear	75.00
2 Baby Sole Cutter	100.00
3 Fisher Channel Turners S. H.	15.00
3 No. 1 American Grinders (Small)	6.00
8 American Grinders (Large)	24.00
2 Common Punches New	2.00
3 Edge Trimmer Tin Hoods	1.10
1 12" Chase Skiver	2.00
1 Uni. Cementer S. H.	5.00
1 Common Seam Rubber S. H.	.75
1 Gilmore Buffer Blower	.50
1 No. 00 Sturt. Blower	.50
1 8" Chase Skiver S. H.	.50

6 Norris Tapley Imp. Stitch Mach. New	Cost \$9.00 each	54.00
2 No. 0 Edge Trimmer Blowers		1.00
2 Wasaburn Boot Jacks		1.00
1 Young Counter Waxer		10.00
2 King Cement Pots		.50
1 Stimpson Pinking Machine		.50
1 Arnold Chan.		5.00
1 Norris Heel Bearer (Cost 7.50)		7.50
1 Amazeen Skiver, Dunham Attachment		5.00
1 Star Rand Turner		2.00
4 Brockton Gore Markers		70.00
1 Adams Heel Gauge		1.00
1 St. Edge Folder		1.00
2 Norris Rand Choppers (New)		10.00
3 Crispin Jacks		1.50
4 Norris Welt Cutters (New)	Comp \$20.00	58.00
2 Amazeen Knife Grinders		14.00
1 Com. Punch (New)		1.00
11 Last Spindles		2.75
7 Norris Heel Builders (New)	Cost \$5.00	35.00
2 Pinking Machines		2.00
4 Fisher Flap Turners Rebuilt		48.00
9 Pinking Roll Turners (New)		9.00
1 Ross Moyer Cement Pot New		2.00
2 Imp. Tripp Skivers Reb.		10.00
1 Norris Heel Bearer New		7.50
1 P. & W. Skiver		15.00
3 Amazeen Skivers, Dunham Attachment New		37.50
4 Norris Tip Punches New		40.00
2 Corthell Edge Setters		2.00
1 Union Seam Finisher Rebuilt		10.00
1 Union Cementer Rebuilt		10.00
4 Corthell Edge Setter, New	Cost \$6.50	15.00
1 Norris Bench Roller, Cost \$12.00		12.00
1 O. S. Rogers Vamp Marker		5.00
1 Safford U. L. Splitter, Hand,		.50

1 Brockton Gore Marker	17.50
1 Norris Power Welt Cutter, Cost \$20.00	20.00
1 Stanbon Tap Rounder S. H.	7.50
2 McKay Channelers	6.50
1 Fischer Chan. Opener, Reb.	12.00
1 St. Folder	1.00
1 Norris Power Welt Cutter, Cost \$20.00	20.00
1 Amazeen Skiver, Dunham Attach., Cost \$12.50	12.50
1 Lufkin Folder	5.00
2 Stanbon Tap Rounders New	36.00
2 Gilmore Buffer Rolls, Reb.	20.00
1 Acme Heel Trimmer, Rebuilt	10.00
1 Ross Edge Setter, (Trimmer Reb.)	25.00
1 C. Cotton Gin Slug Grinder, S. H.	2.50
1 Emerson S. W. Buffer Rebuilt	17.50
3 McKay Sewers, Comp. less Horns Cost comp. \$100.	
Less Horns \$85	202.50
3 McKay Sewer Frames	36.00
1 Stanley Gas Horn	17.50
1 S. H. McKay Chan. Junk	2.50
2 Knight Creasers	14.00
1 McKay Sewer, Peare Horn, Rebuilt	40.00
2 Ross Moyer Breasterns, Rebuilt	14.00
9 6' Morris Shafts New 51.50	47.50
5 Norris Hot Kit Burnishers	80.00
1 18" Stowe Splitter Rebuilt U. L.	16.00
2 Power Attach. McKay Chan., New, Cost \$12.50 Junk	12.50
9 40" Norris Bench Shafts \$5.75	33.75
1 Smith Heel Trimmer S. H.	10.00
2 Ellison Stampers	4.00
1 18" Stowe Eye. Splitter S. H.	25.00
1 Carver Heel Scourer, S. H.	5.00
1 Bre. Single Moulder, Rebuilt	20.00
1 Gilmore Buffer Roll, Rebuilt	7.50
1 " " " S. H.	3.00

1 Washburn Channel Layer S. H.	7.00
6 Fea. Edge Machines, New Cost \$8.50 each	51.00
1 Buzzell Heel Scourer N. S., Metal Wheels,	10.00
12 Pinking Machines, Geared, New, Cost \$5.00	60.00
1 Busell Heel Trimmer	10.00
12 W. & H. Breasters New Cost \$14.00	168.00

Basement.

1 30" Roller (Haw)	5.00
2 18" Stowe U. L. Splitters	16.00
1 Edge Trimmer Post Frame	2.00
1 S. & F. Brush Stand Frame	1.00
1 Rosa Buffer Split Roll	15.00
2 18" Stowe Sole Eveners	17.50
1 Edge Trimmer Blower	.50
1 Smith Heel Trimmer	10.00
2 Edge Trimmer Frames	4.00
1 McKay Sewer, McKay Horn	15.00
1 10-Screw Veneer Press	3.00
1 Ellison Stamp	1.00
1 Chamb. Wax Hot Kit Burnisher	5.00
2 Acme Heel Trimmers Junk	20.00
2 Foot Power Moulders	4.00
1 Gilmore Buffer	12.00
1 30" Hawkins Roller	5.00
1 McKay Frame	4.00
1 McKay Stanley G. Horn	25.00
1 Young Twin Counter Moulder O. S.	25.00
1 Young Counter Waxer Box	5.00
1 Smith Counter Skiver	5.00

 3335.85

PLAINTIFF'S EXHIBIT 103.

[Put in Evidence, page 547.]

This indenture, made this eighteenth day of February, 1903, between William B. Cross, of Brockton, in the State of Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in said State, hereinafter called the United Company. Witnesseth :

Whereas, W. B. Cross is the owner of five hundred (500) shares of Preferred and Three Hundred and Thirty (330) shares of Common Stock of the W. W. Cross & Company, Incorporated, a corporation duly established under the laws of the State of Maine, of Portland, in said State, and

Whereas, the United Company owns or controls the balance of said Preferred and Common Stock of said W. W. Cross & Company, Incorporated, not owned by said W. B. Cross, and desires to be in position at any time to acquire the said stock now owned by the said Cross :

Now, Therefore, the parties hereto in consideration of the premises, and of the sum of One (1) Dollar to each paid by the other, the receipt of which is hereby acknowledged, hereby covenant and agree to and with each other as follows :—

One. The United Company shall have the option at any time upon reasonable notice to said Cross, or, in the event of the death of said Cross, upon reasonable notice to the executors or administrators of the estate of said Cross, to purchase the said Five Hundred (500) shares of Preferred and Three Hundred and Thirty (330) shares of Common Stock of the W. W. Cross & Company, Incorporated, owned by the said Cross upon the payment to said Cross or to the executors or administrators of said Cross, as the case may be, of the sum of Fifty Thousand (50,000) Dollars therefor.

Two. The United Company hereby acknowledges that it has received from said William B. Cross said Five Hundred (500) shares of the Preferred Capital stock, and Three Hundred and

Thirty (330) shares of the Common Capital Stock of the W. W. Cross & Company, Incorporated, standing in the name of William B. Cross, and endorsed by him in blank, as collateral security to assure the performance of the option given to the United Company by this indenture, to be held and disposed of by said United Company as follows, viz. :— in the event, at any time, of the exercise by the United Company of the option given to it by the provisions of paragraph "one" hereof, to transfer said Five Hundred (500) shares of Preferred and Three Hundred and Thirty (330) shares of Common Stock of said W. W. Cross & Company, Incorporated, or cause the same to be transferred, to the United Company or its nominees, and thereupon to pay the sum of Fifty Thousand (50,000) Dollars to said W. B. Cross, his executors or administrators.

Three. Said United Company may, if it desire, while it holds said stock hereunder, prior to the exercise by it of the option given it hereunder, cause the same to be transferred into its name or the names of its nominees provided it causes proxies upon the same to be given to said W. B. Cross his executors or administrators, and causes all dividends thereon to be paid to said W. B. Cross, or to the estate of the said W. B. Cross.

Four. It is understood and agreed that said W. B. Cross shall not assign or transfer any interest in said stock so held by said United Company, to any other person, firm or corporation.

In Witness Whereof said W. B. Cross has hereunto set his hand and seal and the said United Shoe Machinery Company has caused its corporate seal to be hereto affixed and these presents to be executed in its name and behalf by George W. Brown, its Treasurer, the day and year aforesaid.

[SEAL]

WILLIAM B. CROSS

[SEAL]

UNITED SHOE MACHINERY COMPANY

By George W. Brown, Treasurer.

In the presence of H. G. Donham.

PLAINTIFF'S EXHIBIT 104.

• [Put in Evidence, page 549.]

Agreement, made this sixth day of May 1903, at Boston, Massachusetts, by and between the Estate of John K. Krieg, late of New York, in the Borough of Manhattan, and State of New York, by Hermine L. Krieg, of said New York, administratrix of said Estate, duly constituted and qualified, Lewis G. Metzger, Charles O. Kuhnert and Lemuel R. Mears, all of Brooklyn, in the Borough of Brooklyn, and State of New York, (hereinafter referred to as the Vendors) of the first part; Carl H. Krieg of said New York for any interest he may have in the estate of John K. Krieg, and for his own account of the second part; and the United Shoe Machinery Company, (hereinafter called the United Company), a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in the State of New Jersey, having a place of business at said Boston, of the third part, Witnesseth:

Whereas heretofore a certain partnership, under the firm name and style of J. K. Krieg & Company has been engaged in carrying on a certain business of manufacturing and dealing in shoe machinery and shoe manufacturers' goods, findings, supplies and equipment, and also in the business of manufacturing and dealing in goods, supplies and equipment for retail shoe stores and for cobblers, having its principal place of business at No. 39 Warren Street, New York, N. Y. and

Whereas prior to the death of John K. Krieg, the said John K. Krieg, Louis G. Metzger, Charles O. Kuhnert and Lemuel R. Mears were the sole partners and the sole owners of all the property, business and goodwill of the said partnership, and since the death of the said John K. Krieg, the said Louis C. Metzger, Charles O. Kuhnert and Lemuel R. Mears, the surviving partners, and the estate of John K. Krieg have been at all times, and are now the owners of all property, business and goodwill of the said partnership in liquidation, and said business has been carried on since the death of John K. Krieg, under the same firm name, with the consent of all persons interested, and

Whereas, the vendors desire to assign and transfer to the said United Company, and the United Company desires to acquire, upon the terms and conditions hereinafter set forth, the entire property and assets (excepting, however, a certain blacking manufacturing plant also owned by J. K. Krieg & Company, and excepting notes, accounts and bills receivable on account of goods sold and business done prior to the first day of January A. D. 1903) of the said firm of J. K. Krieg & Company, and the business and good will of J. K. Krieg & Company as a going concern; said transfer to take effect as of January 1st, A. D. 1903, —

Now, therefore, the said vendors, jointly and severally, for themselves, their heirs, executors and administrators, the said Carl H. Krieg for himself, and his personal representatives, and the United Company for itself its successors and assigns, each in consideration of one dollar by each of the others in hand paid, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements on the part of the others herein contained, do hereby covenant and agree as follows:

One: The vendors shall execute and deliver, and shall cause to be executed and delivered to the United Company, all papers, and shall perform, and cause to be performed, all acts necessary or desired by the United Company, to vest in the United Company, its successors and assigns, its or their nominee or nominees, the full right, title and interest, free from any and all encumbrances, in and to the property and business of every name and nature, of J. K. Krieg & Company, including herein, without prejudice to the generality of said assignment, all tangible property, notes, bills and accounts receivable, on account of goods sold or business done since the first day of January A. D. 1903, all letters patent, and all rights and interests in and to and under letters patent, the good will of said business and all profits, and the benefit and advantage of all business done since the 1st day of January, 1903, but not including, however, the blacking plant hereinbefore referred to, or any bills, notes or accounts receivable for goods sold or business done prior to January 1st, 1903.

Two: The instruments of transfer shall be in a form satisfactory

to the United Company, and shall include, with other covenants, full covenants of title and for further assurances, and shall also include full covenants of warranty on the part of the vendors, that on the 1st day of January, A. D. 1903, the property owned by the said J. K. Krieg & Company, included all of the property set forth in a certain inventory of the stock in trade and other tangible property (excepting the blacking plant) of J. K. Krieg & Company, made by J. K. Krieg & Company as of January 1st, 1903, and which has been furnished to the United Company for inspection, and that the actual cost value of the said property, and of the various items thereof, included in said inventory, were as is set forth in said inventory, with proper deductions from said cost value for depreciation as to all goods in anywise deteriorated, or for any reason, not promptly salable in the ordinary course of business, and that the property of the said J. K. Krieg & Company on hand at the date of the transfer herein provided for, includes with other property acquired since that date, all the property set forth in said inventory of January 1st, 1903, excepting insofar as the same has been used since January 1st, 1903, in manufacturing for the business of J. K. Krieg & Company, or as has been sold by said J. K. Krieg & Company since said date in the ordinary course of business.

Three: The said property and business shall be conveyed free from all direct or contingent obligations and liabilities, and from all claims and demands of every nature; but the expenses of conducting the business and the purchase of additional supplies and materials for use in the business transferred, since the 1st day of January, A. D. 1903, shall be borne by the United Company.

Four: The vendors, including herein specifically the executor or administrator of the estate of John K. Krieg, the said Louis C. Metzger, Charles O. Kuhnert and Lemuel R. Mears, and the said Carl H. Krieg, shall assign, transfer and set over, or shall cause to be assigned, transferred and set over to the United Company, its successors or assigns, its nominee or nominees, by instruments in such form and with such covenants as shall be desired by the United Company, all inventions and all letters patent of the United States and of any and all foreign countries owned or controlled by

them, or any one or more of them, relating or pertaining in any way to shoe machinery, or to shoe manufacturers' goods, supplies, findings or equipment, or the manufacture thereof, and shall likewise assign any and all interests had by them, or by any one or more of them, in, to or under such invention or letters patent.

Five: The consideration to be paid by the United Company for the transfer and delivery to it as aforesaid, of all the said property, assets and business, shall be an amount equal to the actual cost price, less discounts, of the stock in trade and other property of J. K. Krieg & Company on hand January 1st A. D. 1903, which is set forth in the inventory of January 1st 1903, above referred to, less proper deductions therefrom in the case of goods not readily salable and for depreciation, provided, however, that in the determination of the amount to be paid by the United Company, no value shall be put on any goods which are obsolete, or such that they will not be readily salable within two years from the date of transfer.

Six: The United Company shall also pay interest at the rate of five per cent per annum from the 1st day of January, 1903 to the time of the transfer and payment, upon the sum, determined, as in the next preceding paragraph hereof provided, as the value of the property included in said inventory, and shall further pay an additional amount as hereinafter provided, to cover the good will of the business of J. K. Krieg & Company.

Seven: The transfer to the United Company, its successors, assigns or nominees, shall include the good will of the business of J. K. Krieg & Company, with the title to and exclusive right to use all trade names, marks and brands owned, controlled or used by J. K. Krieg & Company, whether registered or not, and shall especially include the exclusive right to the use of the name of J. K. Krieg & Company or J. K. Krieg, or any name so similar thereto as to cause, or to be reasonably likely to cause confusion with said name of J. K. Krieg & Company or to confuse any other business with the business and good will to the conveyed hereunder. And the said vendors and the said C. H. Krieg shall enter into a covenant with the United Company, its successors, assigns or nom-

inees, that they will not, nor will any of them individually, or in combination, as partners, or otherwise, with others use the same. It is provided, however, that the said Carl H. Krieg, notwithstanding anything in this paragraph hereof provided, shall be at liberty to use the name of Carl H. Krieg & Company in connection with any business other than the business of manufacturing or dealing in shoe machinery, or shoe manufacturers' goods, findings, supplies or equipment.

Eight: For the purpose of enabling the United Company, its successors and assigns or nominees, to enjoy the benefit of the good will thus acquired, the vendors, including especially the executor or administrator of the estate of John K. Krieg, the said Louis C. Metzger, the said Charles O. Kuhnert and the said Lemuel R. Mears, and the said Carl H. Krieg, shall enter into binding covenants with the United Company, its successors and assigns, or with the nominees of the United Company in such form as shall be desired by the United Company, that they will not, nor will either or any of them, at any time within fifteen years from the date of said transfer, individually, as partner, as officer or employee of any corporation or otherwise, excepting as they may be employed by the United Company, its successors, assigns or nominees, enter into or be engaged in, or financially or otherwise assist any person, firm or corporation in entering into or developing or carrying on any business which relates or pertains in any way to manufacturing or dealing in shoe machinery or shoe manufacturers' goods, findings, supplies or equipment, or in any business which will in any way interfere with or compete with the said United Company, its successors, assigns or nominees, in the business of manufacturing or dealing in shoe machinery or shoe manufacturers' goods, findings, supplies or equipment, but the provisions of this paragraph shall not be construed as preventing the said vendors or the said Carl H. Krieg from engaging in the business of dealing in goods, supplies and equipment for retail shoe stores or for cobblers.

Nine: The United Company, as a consideration for the good will of J. K. Krieg & Company and for the covenants herein provided for shall pay, in addition to the payments hereinbefore provided

for, an amount equal to ten per cent (10%) of the value (determined as in paragraph 5 hereof provided) of that part of the property owned by J. K. Krieg & Company on the first day of January, 1903, and included in said inventory of January 1st, 1903, which consists of shoe machinery and shoe manufacturers' goods, findings, supplies and equipment (as distinguished from supplies, findings and equipment for shoe retailers and for cobblers and from fixtures.)

Ten: Inasmuch as it is understood and agreed between all the parties hereto, and the United Company enters into this agreement only upon the condition that the said Carl H. Krieg and Hermine L. Krieg, shall, on or before the first day of July, 1903, purchase from the United Company, all property acquired in connection with, or for the purposes of that part of the business herein provided to be conveyed, which pertains to retail shoe dealers and to cobblers, and the said Carl H. Krieg and Hermine L. Krieg have entered into a written agreement with the United Company of even date with these presents, providing for the purchase by them as aforesaid, it is hereby expressly provided, that all obligations of the United Company under this instrument are contingent upon the performance by the said Carl H. Krieg and Hermine L. Krieg of their agreement to purchase said property in accordance with the terms in said instrument set forth; and upon default of the said Carl H. Krieg and Hermine L. Krieg therein, the United Company shall, at its election, be freed from all obligations hereunder.

In Witness Whereof, the said Louis C. Metzger, Charles O. Kuhnert, Lemuel R. Mears and Carl H. Krieg have hereunto set their respective hands and seals, the United Shoe Machinery Company has caused these presents to be signed by Edward P. Hurd its Assistant Treasurer and its corporate seal to be hereto affixed, and the Estate of John K. Krieg has signed and sealed these Presents by Hermine L. Krieg, the administratrix of said estate thereto duly authorized, the day and year first above written.

Signed and sealed

In the presence of:
Louis C. Metzger
H. G. Donham

ESTATE OF JOHN K. KRIEG
Hermine L. Krieg, Administratrix.
LOUIS C. METZGER

H. G. Donham

Anna Elinor Mears

H. G. Donham

CHARLES O. KUHNERT

LEMUEL R. MEARS

CARL H. KRIEG

UNITED SHOE MACHINERY COMPANY

By Edward P. Hurd, Asst. Treas.

PLAINTIFF'S EXHIBIT 105.

[Put in Evidence, page 549.]

New York, N. Y., January 23, 1903.

United Shoe Machinery Company, Boston, Massachusetts.

Dear Sirs:— We beg to make to you the following proposition for the purchase by you of the business of J. K. Krieg & Company:—

We offer to sell to you the entire property and business of J. K. Krieg & Company for a consideration to be determined as follows, namely:— An inventory of all the stock in trade of J. K. Krieg & Company shall be immediately taken, in which inventory the value to be given to such property shall be based upon the actual cost of such property, with proper deductions for depreciation as to all goods not promptly salable in the ordinary course of business, or which otherwise are properly subject to such deductions.

We estimate that such inventory will show stock amounting to approximately \$110,000, and will guarantee that not less than \$95,000 worth of such goods are goods of such nature as will be readily salable within one year in the ordinary course of business, and that the balance is made up of goods which, in the ordinary course of business, it will be possible to sell within two years. Any stock which appears to be obsolete or such that it will not be readily salable within two years shall be included in the sale, but shall not be given any value in the inventory.

The cost prices of goods above referred to are to be figured less all discounts, and exclusive of any charge for freight, expressage or carting.

The foregoing proposition includes all of the property of J. K. Krieg & Company excepting its Blacking Factory, and the consid-

eration for which we offer to sell to you all of said property (except the Blacking Factory) is an amount equal to the value as set forth in the inventory above provided for of the stock in trade, plus an amount equal to ten per cent. (10%) of such inventoried value to cover good-will and all other property, interests and rights relating to the business transferred.

In case you wish to take over also the Blacking Factory it shall be included in the sale to you or we will dispose of it as you may direct upon your paying to us the inventoried value thereof, or, in case you elect not to acquire the same, it shall not be included in the sale to you. We will also turn over to you the Machine Shop, which is owned by the Krieg estate and is operated independently of the J. K. Krieg & Company business, at its inventoried value, which we place at \$5000.00. No allowance shall be made for good-will or other interests of the Blacking Factory or of the Machine Shop.

In consideration of your taking the foregoing proposition under advisement and your agreement to take steps to investigate the business and property proposed to be conveyed, we agree that this proposition shall be open for your acceptance for sixty (60) days from the date hereof. In case after investigation the trade shall be consummated, the consideration above provided, based upon the inventory of property, shall be paid to us in cash upon the execution of the papers; and it shall further be provided that Messrs. Krieg, Metzger and Kuhnart shall enter into the employment of and shall be employed by the United Company at salaries of Fifty (50) Dollars per week each, and that they shall each enter into an agreement, in usual form, with the United Company against engaging in any business which will in any way compete with the business of the United Company, at any time within a period of fifteen (15) years from the execution thereof.

In order that you may investigate and determine the facts as to the property and business hereby offered to be conveyed, it is understood that all the books relating to the business and all property included in this offer shall be open at any and all times, during the sixty (60) days during which this offer is to remain

open, to the inspection of the experts of the United Company, and that we will give to the experts all assistance within our power to enable them to determine the actual condition of the said property and business.

It is understood that the word "property" on page 2, line 4, does not include, Cash, Bills Receivable and Accounts.

Very truly yours,

EST. J. K. KRIEG,

by Carl H. Krieg

Louis C. Metzger

C. O. Kuhnert.

(CLB)

PLAINTIFF'S EXHIBIT 106.

[Put in Evidence, page 552.]

This agreement made this twentieth day of October, A. D. 1903, by and between Joseph P. Curtis, of Everett, in the Commonwealth of Massachusetts, and the United Shoe Machinery Company, of Paterson, in the State of New Jersey, a corporation duly organized under the laws of said State of New Jersey and having a place of business at 205 Lincoln Street, Boston, in said Commonwealth (hereinafter called the United Company), Witnesseth:

That Whereas the said Curtis has invented certain improvements in Cementing Machines and has described and claimed the same in applications for Letters Patent of the United States, to wit:— Serial No. 135,039, filed December 13, 1902, and Serial No. 174,913, filed September 28, 1903, and has made or caused to be made for him thirty-four (34) machines, more or less, embodying the said improvements, and he desires to sell the inventions set forth in said applications, and the said United Company desires to buy the said inventions on the terms and conditions hereinafter set forth:

Now, Therefore, in consideration of the sum of (1) one dollar and other good and valuable considerations by each of said parties to the other paid, the receipt whereof is hereby mutually acknowledged, and in further consideration of the mutual covenants and agree-

ments hereinafter contained, the parties do hereby covenant and agree as follows:—

The said Curtis hereby sells, assigns, transfers and sets over unto the said United Company, its successors and assigns, the entire right, title and interest in and to each and all of the inventions disclosed in the said applications and any and all Letters Patent of the United States or of any foreign countries which may be granted for the said inventions.

The said Curtis further covenants and agrees that he will execute any and all application papers, assignments, and other documents and do all other things which may be necessary or convenient to enable the United Company to obtain good and valid Letters Patent of the United States and of any foreign countries where the United Company may desire to patent the said invention and to vest in the United Company the complete legal and equitable title to any applications which may be made for Letters Patent and to any and all Letters Patent which may be granted for the said invention.

The said Curtis also hereby sells, assigns, transfers and sets over unto the said United Company, its successors and assigns, any and all inventions and improvements which he may at any time hereafter make in Cementing Machines, either as sole inventor or as joint inventor with others, and all right, title and interest in, to and under all inventions and improvements in Cementing Machines which he may in anywise own or control or which he may have any right by agreement or otherwise to acquire or take over, and all Letters Patent and interests therein and rights thereunder, and he does hereby covenant and agree with said United Company, its successors and assigns, that upon making any such inventions or improvements or acquiring any title, interest, or right in, to or under such inventions or improvements, he will forthwith disclose the same to said United Company, its officers and patent solicitors, and that he will, and his heirs, executors, and administrators shall, at any time thereafter, upon request of the said United Company, its successors or assigns, execute any and all applications, assignments, and other papers and will perform or cause to be performed

any and all acts which may be necessary or desired by the said United Company, its successors or assigns, to obtain Letters Patent of the United States and of any foreign countries where it desires to obtain Letters Patent covering such inventions, and improvements, or any of them, made, owned or controlled by the said Curtis and to fully and completely vest and confirm in said United Company, its successors and assigns, the full and complete right, title, and interest, in, to, and under all such inventions, improvements, applications, Letters Patent, interests, and rights.

The United Company covenants and agrees that upon the receipt by it from the Patent Office of a notice of the allowance of the said application Serial No. 174,913, filed September 28, 1903, it will pay to the said Curtis the sum of five hundred (500) dollars.

The United Company also covenants and agrees that it will, until the expiration of the term of the Letters Patent which may issue on said application Serial No. 174,913, or until the aggregate amount of royalty paid hereunder shall have reached the sum of five thousand (5000) dollars, whichever shall first transpire, pay to the said Curtis the sum of ten (10) dollars as a royalty fee for each and every machine embodying the inventions covered by the claims of said Letters Patent put out by the United Company in the United States or in any country in which it may obtain Letters Patent for the said invention. It is Provided, however, that in the event that the United Company is unsuccessful in obtaining Letters Patent of the United States which in the opinion of counsel for the United Company adequately protect the machines shown in the said two applications Serial No. 135,039 and Serial No. 174,913, then, upon notice to that effect being given by the said United Company to the said Curtis, the said royalty payments shall cease and no further payment of any kind under this agreement shall be made by the United Company to the said Curtis. The royalty payments provided for above shall be made as follows, viz. : —

On or before the tenth day of each month the United Company shall render an account showing the number of machines theretofore put out by it, and for which it has received payment, embodying the inventions covered by said Letters Patent and on account

of which royalty as herein provided has not already been paid and shall accompany such account by payment to said Curtis of the said sum of ten (10) dollars as royalty for each such machine; it being understood, however, that if a machine is returned on which a royalty fee has once been paid, no further fee is to be paid in the event of such machine being again put out. It is Provided, however, that the royalty payments of the United Company to the said Curtis shall cease in any event whenever said royalty payments shall have amounted in the aggregate to the sum of five thousand (5000) dollars — that is, in the event of the sum of ten (10) dollars per machine having been paid to the said Curtis upon five hundred (500) machines, no further payments shall be made.

The obligation of the said United Company to pay royalty to the said Curtis for machines put out by it is, however, subject to the following conditions: —

The said Curtis hereby covenants and agrees that he will protect from infringement the United States Letters Patent which may issue for the inventions disclosed in said applications, and that if any competing machine is put upon the market which in the opinion of counsel for the said United Company infringes any one of said Letters Patent, said Curtis shall, upon notice from said United Company so to do, promptly institute legal proceedings to stop such infringement and shall prosecute such suit with all possible vigor, and in case he is unsuccessful in stopping such infringement, then the obligations of the United Company to pay royalty on machines thereafter sold by it shall cease and determine. It is also hereby agreed by the said Curtis that the United Company may in its discretion withhold payment of royalty on machines sold by it while infringement of the patent or patents continues and pending the determination of the proceedings taken to stop such infringement.

The said Curtis further covenants and agrees that if any of the machines which he has heretofore made and sold are returned to him by the purchaser, he will thoroughly repair such returned machines and bill them to the United Company at twenty-five (25) dollars per machine.

The said Curtis also hereby for himself and for his heirs, executors, administrators, and assigns covenants and agrees with said United Company and its successors and assigns that he is the sole and exclusive owner of the inventions set forth in said applications and that he has good right and title to sell and assign the said inventions, and that he has granted no license or licenses for the use of said inventions.

The covenants and agreements of the said Curtis herein contained shall be binding upon him and upon his heirs, executors, and administrators, and the benefits thereof shall enure to and be enforceable by the successors and assigns of the said United Company.

The covenants and agreements of the United Company herein contained shall be binding upon and enforceable against the successors and assigns of the United Company.

In Witness Whereof the said Joseph P. Curtis has hereunto set his hand and affixed his seal and the United Shoe Machinery Company has caused this instrument to be signed and its corporate seal to be hereunto affixed by Edward P. Hurd, its Assistant Treasurer, thereunto duly authorized, in duplicate, the day and year first above written.

JOSEPH P. CURTIS

[SEAL]

UNITED SHOE MACHINERY COMPANY

[SEAL]

By Edwd. P. Hurd, Assistant Treasurer.

PLAINTIFF'S EXHIBIT 107.

[Put in Evidence, page 553.]

This Agreement made at Boston, Massachusetts, this 1st day of January, A. D. 1904, by and between Fred H. Perry, of West Medford, in the County of Middlesex and Commonwealth of Massachusetts, of the one part, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson, in said State of New Jersey, having a place of business in said Boston (hereinafter called the United Company), of the other part: Witnesseth:

Whereas the United Company is engaged throughout the United

States of America and elsewhere in the business of manufacturing and dealing in and with machinery, tools, mechanisms, devices, materials, supplies, processes and things for use in the manufacture of boots and shoes, and in manufacturing and dealing in and with eyelets, lacing hooks, grommets and similar articles not only for boots and shoes but also for all other purposes, and machinery, tools and devices for manufacturing, setting and otherwise operating upon and with such eyelets, lacing hooks, grommets and like articles, and is largely interested by reason of its ownership of shares of the capital stock of such companies or otherwise in the business of other companies also engaged in the business of manufacturing and dealing in and with such machinery, tools, mechanisms, devices, materials, supplies, processes and things, eyelets, lacing hooks, grommets and similar articles, and machinery, tools and devices for manufacturing, setting and otherwise operating upon and with the same, and also in other lines of business incidental thereto or connected therewith, and not only in the United States but also throughout the Dominion of Canada and the several countries of Europe and elsewhere in all parts of the world where such machinery or other articles are used, which said companies are hereinafter referred to as the "associate, allied and subsidiary companies" of the said United Company.

And Whereas the said Perry desires to enter into an agreement with the said United Company, under which the said United Company shall employ the said Perry or shall cause the said Perry to be employed by one or more of its associate, allied and subsidiary companies as hereinafter set forth, and the said United Company desires to secure the services of the said Perry as hereinafter set forth, and to obtain for itself, its associate, allied and subsidiary companies, the benefit of the inventions of the said Perry as hereinafter set forth.

Now, Therefore, be it Known, that the said Perry in consideration of one dollar (\$1.00) and other good and valuable considerations to him paid by the United Company, the receipt of which he hereby acknowledges, and of the covenants and agreements on the part of the United Company hereinafter contained, and the United

Company in consideration of one dollar (\$1.00) and other valuable considerations, the receipt of which from the said Perry the said United Company hereby acknowledges, and of the covenants and agreements on the part of the said Perry herein contained, do respectively covenant and agree, each with the other as follows:—

One. The United Company hereby covenants and agrees with the said Perry that, provided the said Perry shall faithfully and truly keep and perform each and all of the covenants and agreements on his part herein contained, the United Company for a period of one (1) year from the date of these presents, and thereafter during such further time, if any, as may be mutually desired by the parties hereto, shall employ the said Perry or shall cause the said Perry to be employed by one or more of its associate, allied or subsidiary companies in such capacity and in the performance of such duties as may from time to time be assigned to the said Perry by the said United Company, or by such person or persons as may be designated for such purpose by the said United Company, in experimenting upon, originating, inventing, improving, constructing, remodeling and reconstructing machinery and devices for the purposes of the said United Company, its associate, allied and subsidiary companies, and in working out, developing and embodying in such machinery and devices, improvements and ideas, whether originated by the said Perry or originated by others and referred by the said United Company to the said Perry, including therein such work as machinist or otherwise as may be necessary or convenient in connection with such duties; and that the United Company shall pay or shall cause to be paid to the said Perry compensation as hereinafter provided.

Two. The said Perry covenants and agrees to and with the said United Company that for a period of one (1) year from the date of these presents, and throughout any time thereafter during which he may be employed by the said United Company, its associate, allied or subsidiary companies, he will well and truly serve the United Company and its associate, allied and subsidiary companies in such capacity and in the performance of such duties as aforesaid as may from time to time be assigned to him as aforesaid, and that

he will give his entire time and the full and entire benefit of his skill, co-operation and endeavor to the accomplishment of the purposes and the performance of the duties of said employment so assigned to him, and that he will at all times faithfully and truly and to the best of his skill and ability act diligently and loyally for the promotion of the interests of the said United Company, its associate, allied and subsidiary companies, receiving compensation as hereinafter provided.

Three. Inasmuch as through his relationship with the United Company, its associate, allied and subsidiary companies, the said Perry will from time to time in the course of his employment become possessed of secret or confidential information concerning the business and affairs of the said United Company, its associate, allied and subsidiary companies, to a greater or less extent, the said Perry hereby covenants and agrees to and with the said United Company that all information concerning the business and affairs of the said United Company or of any of its associate, allied or subsidiary companies of which he shall at any time become possessed, which is of a confidential or private nature, he shall carefully guard and keep, and that he will at no time, either while he is in the employment of the United Company, its associate, allied or subsidiary companies, or after such employment shall have ceased, disclose any such information to any person, or employ the same in anywise other than for the benefit of the United Company, its associate, allied or subsidiary companies, in connection with said employment.

Four. The said Perry hereby sells, assigns, transfers and sets over unto the said United Company any and all inventions and improvements heretofore made by him, or which he may at any time hereafter during said period of one (1) year from the date hereof, or within any time thereafter during which he shall be employed by the United Company, or by any one or more of its associate, allied or subsidiary companies, or at any time within five (5) years from the termination of any such employment make either as sole inventor or as joint inventor with others and whether made in or out of the usual working hours or upon the premises of the

United Company, its associate, allied or subsidiary companies, or elsewhere, and all inventions, improvements, Letters Patent of the United States and of any and all foreign countries, and applications for Letters Patent, and all right, title and interest in, to or under inventions, improvements, Letters Patent and applications for Letters Patent which he now owns, controls or has any right by agreement or otherwise to acquire or take over, or which he may at any time during which he shall be in the employment of the said United Company, its associate, allied or subsidiary companies, or at any time within said period of five (5) years from the termination of any such employment in anywise own or control or have any right by agreement or otherwise to acquire or take over relating or pertaining in any way to footwear or to machinery, tools, mechanisms, devices, materials, supplies, processes or things intended or adapted for use in the manufacture thereof, or to eyelets, lacing hooks, grommets or similar articles for use in boots or shoes, or for any other purpose, or to machinery or devices for manufacturing, setting or otherwise operating upon or with such eyelets, lacing hooks, grommets or like articles; and does hereby covenant and agree to and with the said United Company that upon making any such inventions or improvements or acquiring any right, title or interest in, to or under or any right to acquire or take over any right, title or interest in any such inventions or improvements, Letters Patent or applications for Letters Patent, he will forthwith disclose the same to the United Company, its officers and patent solicitors, and will repeat such disclosures when and as often as requested by the United Company; and that he will and his heirs, executors and administrators shall at any and all times thereafter upon the request of the United Company, execute and cause to be executed any and all applications for Letters Patent, assignments, and other papers, and will perform and cause to be performed any and all acts which may be necessary or desired by the said United Company, to obtain to the said United Company, its successors, assigns or nominees, Letters Patent of the United States and of any and all other countries where it may be desired to obtain Letters Patent covering such inventions and

improvements, or any of them made, owned or controlled by the said Perry, and to fully and completely vest and confirm in the said United Company, its successors and assigns, or in the nominee or nominees of the said United Company, its successors or assigns, the full and complete right, title and interest in, to and under all such inventions, improvements, Letters Patent, applications, interests and rights, and to enable the said United Company, its successors, assigns or nominees to secure and enjoy the full benefits and advantages thereof.

Five. The said Perry hereby further covenants and agrees to and with the said United Company that he will not at any time within said term of one (1) year from the date of these presents, or at any time thereafter during which the said Perry may be in the employment of the United Company, or of any one or more of its associate, allied or subsidiary companies, or at any time within five (5) years from the termination of any such employment, in any country (without the consent in writing of the United Company) either directly or indirectly, individually or in combination with others, or as officer or stockholder of a corporation, or as manager, agent or employee, or otherwise (excepting as an employee of the said United Company, its associate, allied or subsidiary companies) enter into or be engaged or interested in or financially or otherwise assist any person, firm or corporation in entering into, developing or carrying on any business which consists in whole or in part of, or relates or pertains in any way to manufacturing or dealing in machinery, tools, mechanisms, devices, materials, supplies, processes or things relating or pertaining in any way to boots or shoes, or to the manufacture thereof, or any business which consists in whole or in part of, or relates or pertains in any way to manufacturing or dealing in eyelets, lacing hooks, grommets or similar articles for use in boots or shoes or for any other purpose, or manufacturing or dealing in machinery, tools, or devices intended or adapted for use in manufacturing, setting or otherwise operating upon or with eyelets, lacing hooks, grommets or like articles, or in making, developing or exploiting any invention pertaining to such machinery, tools, mechanisms, devices, materials,

supplies, processes or things, or to eyelets, lacing hooks, grommets or similar articles, or such machinery, tools or devices therefor, or in any business which will in any way compete or interfere with the business or interests of the United Company, or the business of any of the associate, allied or subsidiary companies of the United Company.

Six. The United Company hereby covenants and agrees to and with the said Perry that, provided the said Perry shall faithfully and truly keep and perform each and all of the covenants and agreements on his part herein contained, and shall well and truly perform the duties of his employment herein provided for, the United Company shall pay or cause to be paid to the said Perry compensation therefor at the rate of thirty dollars (\$30.00) per week for said term of one (1) year from the date hereof, and at the rate of not less than thirty dollars (\$30.00) per week during such time thereafter as the said Perry may be in the employment of the said United Company or of any one or more of its associate, allied or subsidiary companies, such compensation to be paid to the said Perry weekly at the end of each week during such employment.

Seven. The term "United Company" as herein used, shall be held to include the said United Shoe Machinery Company and its successors and assigns, and all covenants and agreements on the part of the said Perry herein contained may be enforced for the benefit of the said United Company, its successors or assigns, or of any one or more of its or their associate, allied or subsidiary companies.

In Witness Whereof I, the said Fred H. Perry, have hereunto set my hand and seal, and the said United Shoe Machinery Company has caused these presents to be signed in its name and on its behalf by Sidney W. Winslow, its President, and its corporate seal to be hereto affixed the day and year first above written.

FRED H. PERRY

[SEAL]

UNITED SHOE MACHINERY COMPANY

[SEAL]

By S. W. Winslow, President.

Commonwealth of Massachusetts :

Suffolk, ss.

Boston, Massachusetts.

On this 11th day of January A. D. 1904, before the undersigned, a Notary Public duly constituted and qualified, personally appeared Fred H. Perry personally known to me and known to me to be the Fred H. Perry described in and who executed the foregoing instrument, and the said Perry did acknowledge that he executed the same as his free act and deed for the uses and purposes therein mentioned ;

And at the same time and place personally appeared before me Sidney W. Winslow, personally known to me and known to me to be the President of the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, and the said Winslow did acknowledge that, being thereto duly authorized, he executed the foregoing instrument in the name and on the behalf of the said United Shoe Machinery Company as the act and deed of the said United Shoe Machinery Company, for the uses and purposes therein mentioned.

HAROLD G. DONHAM,

Notary Public.

[SEAL]

PLAINTIFF'S EXHIBIT 108.

[Put in Evidence, page 554.]

I, Joseph W. Leary, of Lynn, Massachusetts, in consideration of the sum of three thousand, fifty-two dollars, seventy-two cents (\$3052.72) and other valuable considerations to me paid by the United Shoe Machinery Company, a New Jersey corporation, having a place of business in Boston, Massachusetts, (hereinfter called the United Company) the receipt of which I hereby acknowledge, have sold and delivered and do hereby sell, assign, transfer and set over unto the said United Company the entire business heretofore carried on by me in said Lynn and elsewhere of dealing in and with shoe machinery, devices and supplies, cements, blackings and stains, and the entire good-will of said business and the stock in trade and other property and assets relating thereto,

including all trade names, marks and brands used in connection therewith — all free from any and all notes, bills and accounts payable and other encumbrances whatsoever. This transfer, however, does not include any cash on hand or on deposit or any notes, bills or accounts receivable or the books of entry and account. And I, the said Leary, will at any and all times hereafter upon request of the United Company execute and cause to be executed any and all instruments and perform and cause to be performed any and all acts necessary or desired by the United Company to fully and completely vest and confirm in the United Company the full and complete title to said business, good-will and property, free from any and all encumbrances whatsoever, and to enable the said United Company to secure and enjoy the full and entire benefits and advantages thereof.

And I, the said Leary, and the said United Company, each in consideration of the foregoing purchase and transfer and of other good and valuable considerations by the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements on the part of the other herein contained, do hereby covenant and agree as follows: —

One. The United Company hereby covenants and agrees with the said Leary that provided the said Leary shall faithfully and truly keep and perform each and all of the covenants and agreements on his part herein contained, the United Company for the period of five (5) years from the date of these presents, and thereafter during such further time, if any, as may be mutually desired by the parties hereto, shall employ the said Leary or shall cause the said Leary to be employed by one or more of its associate, allied or subsidiary companies in such capacity and in the performance of such duties connected with the business and affairs of the United Company, or its associate, allied and subsidiary companies, as may from time to time be assigned to him by the said United Company, or by such person or persons as shall be designated by the said United Company for such purposes, and that the United Company shall pay or shall cause to be paid to the said Leary compensation as hereinafter provided.

Two. The said Leary covenants and agrees to and with the said United Company that for a period of five (5) years from the date of these presents, and throughout any time thereafter during which he may be employed by the said United Company, its associate, allied or subsidiary companies, he will well and truly serve the said United Company and its associate, allied and subsidiary companies, in such capacity and in the performance of such duties as may from time to time be assigned to him by the said United Company, or by such person or persons as may be designated for such purpose, and that he will give his entire time and the full and entire benefit of his skill, co-operation and endeavor to the accomplishment of such purposes and the performance of such duties as may from time to time be assigned to him as aforesaid, and that he will at all times faithfully and truly and to the best of his skill and ability act diligently and loyally for the promotion of the interest of the said United Company, its associate, allied and subsidiary companies, receiving compensation therefor as hereinafter provided.

Three. The said Leary hereby further covenants and agrees to and with the said United Company that he will not at any time within said term of five (5) years from the date of these presents, or at any time thereafter during which the said Leary may be in the employment of the said United Company or of any one or more of its associate, allied or subsidiary companies, or at any time within ten (10) years from the termination of such employment, in any country (without the consent in writing of the said United Company) either directly or indirectly, individually or in combination with others, or as an officer or stockholder of a corporation, or as manager, agent or employee or otherwise (excepting as an employee of the said United Company, its associate, allied or subsidiary companies) enter into or be engaged or interested in or financially or otherwise assist any person, firm or corporation in entering into, developing or carrying on any business which consists in whole or in part of or relates or pertains in any way to manufacturing or dealing in or with machinery, tools, mechanism, devices, materials, supplies, processes or things relating or pertaining in any way to boots or shoes or to the manufacture thereof,

or manufacturing or dealing in or with eyelets, lacing hooks, grommets or similar articles for any purpose, or machinery, tools, mechanisms, devices, materials, supplies, processes or things for operating upon or with such eyelets, lacing hooks, grommets or similar articles, or manufacturing or dealing in cements, blackings or stains, or in making, developing or exploiting any invention which pertains to machinery, tools, mechanisms, devices, materials, supplies, processes or things of the kinds above mentioned, eyelets, lacing hooks, grommets or similar articles, cements, blackings or stains, or in any business which will otherwise, in any way, compete or interfere with the business or interests of the said United Company or the business of any of its associate, allied or subsidiary companies.

Four. The said Leary shall not be required to disclose his secret formulae for making cements, blackings or stains, but if at any time during the continuance of the employment herein provided for the said United Company, its associate, allied or subsidiary companies, shall desire to have any cements, blackings or stains made in accordance with such formulae, the said Leary will, without compensation other than his regular salary, manufacture from time to time such cements, blackings or stains in such amounts as may be desired by the said United Company, its associate, allied or subsidiary companies, and will deliver the same as may be directed; the United Company, its associate, allied or subsidiary companies, paying the cost of the raw materials and expense of manufacture thereof.

Five. The United Company hereby further covenants and agrees to and with the said Leary that provided the said Leary shall faithfully and truly keep and perform each and all of the covenants and agreements on his part herein contained, and shall well and truly perform the duties of his employment herein provided for, it will during such time as the said Leary shall be in the employ of the said United Company, its associate, allied or subsidiary companies, pay or cause to be paid to the said Leary compensation as follows, viz: —

For said term of five (5) years from the date hereof, hereinbe-

fore provided for, such compensation shall be at the rate of forty dollars (\$40.00) per week.

After the expiration of said period of five (5) years from the date hereof, during such further time as the said Leary shall be in the employment of the said United Company, its associate, allied or subsidiary companies, such compensation shall be at such rate as may be agreed upon by and between the said Leary and the said United Company.

Six. The term "United Company" as herein used shall be held to include the said United Shoe Machinery Company, its successors and assigns, and all covenants and agreements on the part of the said Leary herein contained may be enforced for the benefit of the said United Company, its successors or assigns, or of any one or more of its or their associate, allied or subsidiary companies.

In Witness Whereof the said Joseph W. Leary has hereunto set his hand and seal, and the said United Shoe Machinery Company has caused these presents to be signed by Edwd P. Hurd its Assistant Treasurer, and its corporate seal to be hereto affixed this first day of January, A. D. 1904.

JOSEPH W. LEARY

[SEAL]

UNITED SHOE MACHINERY COMPANY

[SEAL]

Edwd. P. Hurd, Assistant Treasurer.

In the presence of H. G. Donham

PLAINTIFF'S EXHIBIT 109.

[Put in Evidence, page 555.]

This Indenture, made this twenty-third day of January, A. D. 1904, by and between the F. G. Farnham Brush Man'g. Co., a corporation organized and existing under the laws of the State of New Jersey, having a place of business at Honesdale, Wayne County, Pennsylvania, (hereinafter called the "Brush Company") party of the first part, Frank G. Farnham, of said Honesdale, party of the second part, and the United Shoe Machinery Company, a corporation organized and existing under the laws of said State of New Jersey, having a place of business in Boston, County of Suf-

folk, Massachusetts (hereinafter called the "United Company") party of the third part, Witnesseth :

Whereas the Brush Company is engaged and has for some time been engaged at said Honesdale and elsewhere in the business of manufacturing and dealing in and with brushes, sleeves, collars, hubs, fillers, bristles, fiber and other parts and supplies therefor, and is the owner of various inventions, improvements, Letters Patent and other property, interests and rights relating thereto, and has established in connection with said business a valuable goodwill ;

And Whereas the said Farnham by reason of his ownership of shares of the capital stock of said Brush Company and otherwise is largely interested in and is identified with said Brush Company, and the said Farnham is also personally the owner of certain inventions, improvements and Letters Patent relating to brushes and parts and supplies therefor, and property relating to the business of manufacturing and dealing therein, and the said Farnham in negotiating the trade covered by this indenture has acted both for himself personally and also as representing the said Brush Company ;

And whereas the said Farnham and the said Brush Company, and each of them, desire to sell and convey and to cause to be sold and conveyed, and the United Company desires to acquire the said business of the said Brush Company, the goodwill thereof and the said inventions, improvements, Letters Patent, and other property, interests and rights relating to said business of manufacturing and dealing in brushes and parts and supplies therefor, all upon the terms and conditions hereinafter set forth ;

Now, Therefore, be it Known that the said Brush Company and the said Farnham, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to each of them paid by the said United Company, the receipt of which the said Brush Company and the said Farnham hereby acknowledges, have made and do hereby make the assignments and transfers hereinafter set forth, and that the said Brush Company and the said Farnham, each in consideration of the covenants and agreements on the part

of the United Company hereinafter contained, and the United Company in consideration of the said assignments and transfers and the covenants and agreements on the part of the said Brush Company and the said Farnham hereinafter contained, have entered and do enter into the covenants and agreements hereinafter set forth.

The said Brush Company has sold and does hereby sell, assign, transfer, set over and deliver unto the said United Company, its successors and assigns, the entire property and business of every name and nature, excepting as hereinafter expressly excluded, of the said Brush Company, including herein, without prejudice to the generality of the foregoing assignment, the entire manufacturing plant of the said Brush Company, tools, machine tools, special tools, jigs, models, patterns, drawings, supplies and equipment, stock on hand manufactured, unmanufactured or in process of manufacture, brushes, hubs, sleeves, collars, fillers, bristles, fiber and other parts and supplies therefor, all formulae, trade lists and information, all books of entry and account, the benefit of all contracts relating to said business, and all other interests and rights of every name and nature, and especially including the good-will of said business and all trade names, marks and brands (whether registered or not) used or useful in connection with said business, but excepting from this transfer, however, the franchise of said Brush Company, its cash on hand and on deposit, and all notes, bills and accounts receivable.

The said Farnham has sold and does hereby sell, assign, transfer, set over and deliver unto the said United Company, its successors and assigns, all property, interests and rights of every name and nature, owned or controlled by him relating or pertaining in any way to the business of manufacturing or dealing in brushes or parts or supplies therefor.

The said Farnham and the said Brush Company and each of them have sold and set over and do hereby specifically and without prejudice to the generality of the foregoing assignment sell, assign, transfer, and set over unto the said United Company, its successors and assigns, all inventions and improvements, Letters Patent

of the United States and of any and all foreign countries, applications for Letters Patent, and all interests and rights in, to or under inventions, improvements, Letters Patent or applications for Letters Patent now owned or controlled by them or by either of them, or which they or either of them have any right by agreement or otherwise to acquire or take over, or which they or either of them may at any time within fifteen (15) years from the date of these presents, make, acquire, own or control or have any right by agreement or otherwise to acquire or take over relating or pertaining in any way to brushes or to hubs, sleeves, collars, bristles, fiber or other parts or supplies therefor.

To Have and to Hold all of the property, business and good-will and all interests and rights of every name and nature included within this instrument to the said United Shoe Machinery Company, its successors and assigns to its and their own use and behoof absolutely.

All the property, business and good-will of every name and nature included within this instrument are conveyed free from any and all bills and accounts payable and other obligations and encumbrances whatsoever; and for the consideration aforesaid the said Brush Company and the said Farnham and each of them do hereby, without prejudice to the generality of the foregoing assignments, covenant with and warrant to the said United Company, its successors and assigns, that the tangible property hereby conveyed and the absolute title to which is hereby vested in the United Company, its successors and assigns, includes all the property set forth in an inventory of the stock in trade and other property of the said Brush Company made as of the date of these presents and a copy of which is hereto annexed and marked "Schedule A"; and that the Letters Patent and inventions hereby conveyed, and the absolute title to which is hereby vested in the United Company, its successors and assigns, include all the Letters Patent of the United States and of other countries which are set forth in the schedule annexed to this instrument and marked "Schedule B" and the inventions covered thereby; that the said Brush Company is the absolute owner of all of the said property included in said "Sche-

dule A" and that the said Brush Company or the said Farnham is the absolute owner of the said Letters Patent and each of them included in said "Schedule B", and the inventions and improvements covered thereby; that the said Brush Company and the said Farnham, or one of them, has good right, title and authority to sell and transfer as aforesaid all the property, business and good-will and all interests and rights of every name and nature included within the terms of this instrument; that we, the said Brush Company and the said Farnham, and each of us, will warrant and defend the name and every part thereof against the claims and demands of any and all persons whatsoever, and that we, the said Brush Company and the said Farnham, and each of us, will at any and all times hereafter upon request of the said United Company, its successors and assigns, execute and cause to be executed any and all further instruments and will perform and cause to be performed any and all further acts necessary or desired by the said United Company, its successors or assigns, to fully and completely vest in the said United Company, its successors and assigns, the full and entire right, title and interest in, to and under all the property, business and good-will and every part thereof included within the foregoing assignments, and to enable the said United Company, its successors and assigns, to secure and enjoy the full benefits and advantages thereof.

The said Brush Company and the said Farnham and each of them shall at any and all times hereafter upon making, owning or acquiring at any time within fifteen (15) years from the date of these presents, or becoming possessed of any right to acquire or to take over any inventions or improvements or any Letters Patent or applications for Letters Patent of the United States or of any foreign country, or any right, title or interest in, to or under any such inventions, improvements, Letters Patent or applications for Letters Patent relating or pertaining in any way to brushes or to fillers, hubs, sleeves, collars, bristles, fiber or other parts or supplies therefor, shall forthwith fully disclose the same or cause the same to be disclosed to the said United Company, its successors and assigns, and its or their officers and patent solicitors, and at

any and all times thereafter they and each of them shall upon the request of the said United Company, its successors or assigns, execute and cause to be executed any and all applications for Letters Patent, assignments and other papers, and shall perform and cause to be performed any and all acts which may be necessary or desired by the said United Company, its successors or assigns, to obtain to the said United Company, its successors or assigns, Letters Patent of the United States and of any and all foreign countries where it may be desired to obtain Letters Patent covering such inventions and improvements, or any of them, so made, owned or controlled by the said Farnham and the said Brush Company, or by either of them, and to fully and completely vest and confirm in the said United Company, its successors and assigns, the full and complete right, title and interest in, to and under all such inventions, improvements, Letters Patent, applications, interests and rights, and to enable the said United Company, its successors or assigns, to secure and enjoy the full benefits and advantages thereof, — all without further consideration than that hereinbefore set forth but at the expense of the said United Company, its successors and assigns.

The said Brush Company and the said Farnham, and each of them, do hereby covenant and agree to and with the said United Company, its successors and assigns, that they will not nor will either of them at any time within fifteen (15) years from the date of these presents, in any country, (without the consent in writing of the said United Company, its successors or assigns) directly or indirectly, in any manner, enter into or be engaged in or financially or otherwise assist any person, firm or corporation in entering into, developing or carrying on any business which consists of or relates or pertains in any way to manufacturing or dealing in brushes, or manufacturing or dealing in sleeves, collars, fillers, hubs, bristles, fiber or other parts or supplies therefor, or in any business which will interfere or compete with the business of the United Company, its successors or assigns, relating to brushes or parts or supplies therefor, or in developing or exploiting any invention relating thereto, but that they will co-operate with the said United Company, its successors and assigns, to enable the said United Com-

pany, its successors and assigns, to obtain and enjoy the entire benefits and advantages of the good-will hereby conveyed. The said Brush Company and the said Farnham shall also obtain and deliver to the United Company a like covenant, duly executed by Mr. F. G. Farnham and by Mr. N. C. Farnham, who have been and are now identified with and interested in the business of the said Brush Company.

The United Company shall pay to the said Brush Company and to the said Farnham jointly upon the execution of this instrument and such other instruments in accordance with the terms hereof as may be requested at the same time with the execution of this instrument and delivery of the property set forth in said inventory, "Schedule A," the sum of Twenty Thousand Nine Hundred Fifteen and 32/100 Dollars.

The United Company shall also, in addition to said sum of Twenty Thousand Nine Hundred Fifteen and 32/100 Dollars above provided for, make to the said Brush Company and to the said Farnham jointly further payments as hereinafter provided, but not, however, exceeding in the aggregate the sum of Five Thousand (5000) Dollars, viz: —

During the continuance in force of Letters Patent of the United States, No. 673,119, dated April 30, 1901, granted to Frank Gunn Farnham for Improvements in Brushes (hereby conveyed to the said United Company) until the payments herein provided for shall have amounted in the aggregate to the sum of Five Thousand (5000) Dollars, provided said Letters Patent, No. 673,119, shall so long remain in force, the United Company shall pay to the said Brush Company and to the said Farnham jointly as aforesaid an amount equal to three (3) per centum of the net receipts from sales by the said United Company of brushes embodying inventions covered by any one or more of the Letters Patent of the United States enumerated in said "Schedule B" hereto annexed; Provided, however, that in case said Letters Patent of the United States, No. 673,119, shall not have been declared invalid prior to the first day of January 1909, the United Company shall on or before said first day of January 1909 pay to the said Brush Company and to

the said Farnham such sum, if any, as may be necessary to bring the aggregate amount of payments under the provisions of this paragraph up to said total sum of Five Thousand (5000) Dollars.

An account shall be kept by the United Company of all brushes so sold by it embodying any of the inventions covered by any one or more of the said Letters Patent of the United States included in said "Schedule B" hereto annexed, and shall on or before the thirteenth day of January, April, July and October in each year, until the obligations of the United Company under this paragraph hereof shall have terminated, render to the said Brush Company and to the said Farnham jointly an account showing the net receipts during the three (3) calendar months ending with the last day of the month preceding each such account from sales of such brushes so sold by or under the authority of the said United Company, and whether sold within the United States or elsewhere, and shall accompany each such accounting with payment to the said Brush Company and to the said Farnham jointly of an amount equal to three (3) per centum of such net receipts during the period covered by each such accounting. When the total amount of payments hereunder by the United Company shall have reached in the aggregate the sum of Five Thousand (5000) Dollars, or in the event prior to such time of said Letters Patent, No. 673,119, having been declared invalid, all further obligations of the United Company hereunder shall cease; and it is further provided that the United Company shall have the right at any time at its election to pay to the said Brush Company and to the said Farnham jointly such sum as at the time of such payment may be necessary to bring the payments hereunder up to the total of Five Thousand (5000) Dollars, and thereupon all obligations of the United Company hereunder shall cease.

If so requested by the said Brush Company or by the said Farnham the accounts provided for by the preceding paragraph hereof shall be duly verified and sworn to.

The said Brush Company and the said Farnham and each of them hereby covenant and agree to and with the said United Company that if the said United Company shall so elect the said United

Company may, for such period, not exceeding six (6) months from the date hereof, as the said United Company may desire, carry on the business hereby conveyed at the works heretofore occupied by the said Brush Company at Honesdale, Pennsylvania, the said United Company paying to the said Brush Company an amount equal to the rent thereof during such time as it shall so continue to occupy said works at the rate heretofore paid by the said Brush Company, and also (the said business from the date hereof being the business of the said United Company) paying all running expenses, including electric light, power, gas, fuel, superintendence, book-keeping and labor of said factory.

The property hereby conveyed by the said Farnham includes certain collars (estimated by the said Farnham about One Thousand (1000) pairs) for use in connection with brushes used by metal or nickel plate workers and now either on hand or in the possession of metal or nickel plate workers to whom they have been loaned ; And it is Hereby Agreed that, in case the United Company shall either itself or through some other Company continue the manufacture of said type of brushes for metal or nickel plate trade after the United Company shall have removed the business hereby conveyed from Honesdale, or shall sell and convey that part of said business which relates to brushes for use by metal or nickel plate workers to some other party, the United Company shall pay or shall cause to be paid to the said Farnham personally, as an additional compensation for such collars, a sum of not less than Five Hundred (500) Dollars, and if in the event of such sale as aforesaid the United Company is able to obtain on account of such collars any sum in excess of Five Hundred (500) Dollars it will pay to the said Farnham such additional sum as it may receive up to the sum of Two Hundred and Fifty (250) Dollars in excess of said sum of Five Hundred (500) Dollars.

The said Brush Company and the said Farnham and each of them, without prejudice to the generality of the assignments and other covenants herein contained, hereby covenant with and warrant to the said United Company, its successors and assigns, that said Letters Patent and inventions hereby conveyed included within

said "Schedule B" hereto annexed are free from all prior grants, licenses and encumbrances whatsoever, and do hereby sell, assign, transfer and set over to the said United Company, its successors and assigns, for its and their own use and behoof absolutely, all claims and demands at law, in equity or otherwise, accrued or which may hereafter accrue for damages, profits or otherwise arising out of infringement of said Letters Patent or any of them, and do hereby irrevocably constitute and appoint the said United Company, its successors and assigns, the true and lawful attorney of the said Brush Company and of the said Farnham, and each of them, in the name of the said Brush Company and of the said Farnham, or either of them, or in the name of the said United Company or otherwise, to take such action at law or in equity or otherwise as may be necessary or desired by the said United Company to secure and enforce such claims and demands or otherwise to enable the said United Company to secure and enjoy the full benefits and advantages of all the property, business, good-will, interests and rights of every name and nature hereby conveyed or intended so to be.

All covenants and agreements herein expressed as on the part of the said Brush Company and the said Farnham and each of them shall be taken as joint and several covenants, enforceable against the said Brush Company and the said Farnham or either of them; and inasmuch as the said United Company has entered into this indenture relying upon the representations of the said Farnham as to the power and authority of the said Brush Company to make the assignments and enter into the covenants herein set forth and the consent of all the stockholders of the said Brush Company thereto the said Farnham does hereby covenant with and warrant to the said United Company, its successors and assigns, that all necessary votes by the said Brush Company have been or shall be passed, and all necessary acts have been or shall be done to enable the said Brush Company lawfully to enter into and to carry out the intent of this indenture and to vest and confirm, free from all claims and demands, in the said United Company, its successors and assigns,

the business, good-will and property of every name and nature of the said Brush Company as herein provided.

It is understood and agreed that the said Brush Company shall have the use of the books of entry and account heretofore used in connection with its business, for the purpose of collecting outstanding bills and accounts receivable, and otherwise settling up the matters connected with such business transacted prior to the date hereof.

The United Company assumes no responsibility for the application or distribution of the sums to be paid to the said Brush Company and to the said Farnham hereunder, and it is agreed that payment by the said United Company by valid check, made to the order of the said Brush Company and delivered to the said Farnham as Treasurer of said Company, of any sum due or payable under the provisions hereof shall fully discharge the United Company from its obligations as to such sum, and the said Farnham is hereby authorized to receipt for any payments hereunder, both in his own name and in the name of said Brush Company.

The said Farnham and the said Brush Company and each of them shall deliver to the said United Company receipts covering all hubs, sleeves or collars owned by the said Brush Company or by the said Farnham, which are in the hands of users thereof or others upon loan from the said Brush Company or from the said Farnham, in so far as such receipts have been or can, by any reasonable effort, be obtained by the said Farnham or by the said Brush Company.

The said Brush Company and the said Farnham hereby covenant with and warrant to the said United Company, its successors and assigns, that they and each of them will indemnify, protect and hold harmless the said United Company, its successors and assigns, against any and all claims or demands which may be made in, to or under any of the property of any nature hereby conveyed or any attachment which may be made upon such property by any creditor of the said Brush Company, or of the said Farnham or any other person claiming to hold or attach the same or any interest therein

by, through or under or as to the property of the said Brush Company or the said Farnham.

In Witness Whereof the said F. G. Farnham Brush Manfg. Co. has caused these presents to be signed by Fred C. Farnham, its president and its corporate seal to be hereto affixed, the said Farnham affixes his hand and seal, and the said United Shoe Machinery Company has caused these presents to be signed by Edward P. Hurd, its Assistant Treasurer, and its corporate seal to be hereto affixed this twenty-third day of January, A. D. 1904.

[SEAL]

THE F. G. FARNHAM BRUSH MFG. CO.

Per Fred C. Farnham, President

Attest: N. C. Farnham, Secretary

FRANK G. FARNHAM.

[SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

Edward P. Hurd, Assistant Treasurer

Attest: Meylert Bruner.

Commonwealth of Pennsylvania

County of Wayne, ss.

1904

On this twenty-fourth day of February, A. D. 1904 before me personally appeared Frank G. Farnham, personally known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Robert A. Smith, Notary Public

[SEAL]

Commission expires January 14th, 1905.

Commonwealth of Pennsylvania

County of Wayne, ss.

1904

Be it Remembered that on this twenty-fourth day of February, A. D. 1904 personally appeared before me Fred C. Farnham the President of The F. G. Farnham Brush Manfg. Co. who, being duly affirmed, deposes and says that he was personally present at the execution of the foregoing indenture and did affix the corporate seal of the said corporation, The F. G. Farnham Brush Manfg. Co., that the seal so affixed is the common or corporate seal of The F. G. Farnham Brush Manfg. Co., and that the foregoing indenture

was duly signed, sealed and delivered as and for the act and deed of The F. G. Farnham Brush Manfg. Co., for the uses and purposes therein mentioned, and that the signature of this deponent to the said indenture as President of the said corporation is of this deponent's own proper handwriting.

FRED C. FARNHAM

Subscribed and sworn to before me at Honesdale, Wayne County, Pennsylvania, this twenty-fourth day of February, A. D., 1904.

Robert A. Smith, Notary Public

[SEAL]

Commission expires January 14th, 1905.

SCHEDULE B.

Letters Patent of the United States.

- No. 571,559, dated November 17, 1896, Frank G. Farnham, for Rotary Brushes.
- No. 645,523, dated March 13, 1900, Frank G. Farnham, for Brushes.
- No. 648,166, dated April 24, 1900, Frank G. Farnham, for Brushes.
- No. 649,289, dated May 8, 1900, Frank G. Farnham, for Brushes.
- No. 649,290, dated May 8, 1900, Frank G. Farnham, for Brushes.
- No. 673,119, dated April 30, 1901, Frank G. Farnham, for Brushes.
- No. 677,502, dated July 2, 1901, Frank G. Farnham, for Rotary Brushes.
- No. 709,312, dated September 16, 1902, Frank G. Farnham, for Polishing Wheels.
- No. 713,080, dated November 11, 1902, Frank G. Farnham, for Rotary Brushes.
- No. 741,643, dated October 20, 1903, Frank G. Farnham, for Rotary Brushes.

Letters Patent of Germany.

- No. 135,297, dated July 10, 1900, Frank G. Farnham.

Letters Patent of France.

- No. 302,364, dated July 20, 1900, Frank G. Farnham.

Letters Patent of Belgium.

- No. 151,750, dated August 25, 1900, Frank G. Farnham.

Letters Patent of Great Britain.

No. 12,242, dated July 6, 1900, Frank G. Farnham, for Improvements in Brushes.

No. 7,681, dated April 1, 1902, Frank G. Farnham, for Polishing Brushes.

Letters Patent of Canada.

No. 76,253, dated June 10, 1902, Frank G. Farnham, for Improvements in Wheel Brushes.

Special meeting of the Stockholders of The F. G. Farnham Brush Man'fg Co., Camden, New Jersey, February 23, 1904.

A special meeting of the stockholders of The F. G. Farnham Brush Man'fg Co. was duly held at the registered office of the company, to-wit, at the office of the New Jersey Corporation Guarantee & Trust Company, Nos. 417-419 Market Street, Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904, at ten o'clock A. M., pursuant to the call of the President, due notice thereof, as provided by the By-Laws, having been given by the Secretary, as appears by the following original affidavit:—

Commonwealth of Pennsylvania,

County of Wayne, ss.

Norman C. Farnham, being duly sworn, doth depose and say that he is the Secretary, duly constituted and qualified, of the F. G. Farnham Brush Man'fg Co., a corporation of the State of New Jersey, and that he did give notice of a special meeting of the stockholders of said company to be held at the office of the company in Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904, in accordance with the call of the President, by sending a written notice, of which the following is a copy, stating the day, hour and place of the meeting and the general nature of the business to be transacted, to each stockholder of record at least five (5) days, exclusive of the day of mailing, before the date of said special meeting, at such address as appears on the stock book of the company.

[CORPORATE SEAL]

Norman C. Farnham, Secretary

Subscribed and sworn to before me this twenty-fourth day of February, A. D. 1904.

Robt. A. Smith, Notary Public.

[SEAL]

Commission expires January 14th, 1905.

Honesdale, Pennsylvania, February 15, 1904.

The F. G. Farnham Brush Manf'g Co. Notice of Special Meeting of Stockholders.

Notice is hereby given that at the call of the President a special meeting of the stockholders of this company will be held on Tuesday, the twenty-third day of February, 1904, at ten o'clock in the forenoon, at the office of the company, No. 417 Market Street Camden, New Jersey, for the following purposes:

1. To take action with reference to the sale of the property, assets, business and good-will of this company, as negotiated by a committee appointed for that purpose by the Board of Directors.

2. To take action upon a proposition to sell the entire property, assets, business and good-will of this company, except alone its franchise, cash, and bills, notes and accounts receivable, to the United Shoe Machinery Company, a New Jersey corporation.

3. To take action with reference to the execution by this company of a certain instrument which has been prepared covering the transfer by this company of its property, assets, business and good-will to the United Shoe Machinery Company, a New Jersey corporation, upon the terms in said instrument set forth. A copy of said instrument is now on file at the office of this company at Honesdale, Pennsylvania, and the same will be presented for action at the meeting hereby called.

4. To authorize, direct, ratify, confirm and approve the execution of all papers and the performance of all acts necessary or desirable to carry into effect the votes of the stockholders, including, if such shall be the vote of the stockholders, the sale of the property, assets, business and good-will of this company to the United Shoe Machinery Company, a New Jersey corporation.

5. To transact any other business which may properly come before the meeting.

[CORPORATE SEAL]

N. C. Farnham, Secretary.

In the absence of the President the meeting was called to order by Mr. F. G. Farnham, who upon motion duly seconded was duly elected President pro tempore and presided at the meeting.

The secretary not being present, Mr. Jos. F. Cotter was upon motion duly seconded duly chosen Secretary of the meeting and kept the records thereof. He was sworn to the faithful performance of his duties as follows :

State of New Jersey,

County of Camden, ss.,

Jos. F. Cotter, secretary of the special meeting of stockholders of The F. G. Farnham Brush Man'f'g Co., held at the registered office of the company at Camden, New Jersey, this twenty-third day of February, 1904, being by me duly sworn, upon his oath does promise and swear that he will faithfully discharge the duties of Secretary of said meeting to the best of his skill and ability.

Jos. F. Cotter, Secretary

Subscribed and sworn to before me this twenty-third day of February, 1904.

Wm. F. Eidell, Notary Public

The notice calling the meeting was read.

The Secretary was directed to investigate and report upon the representation at the meeting and subsequently made a report as follows : —

Total stock issued and outstanding	1109 shares
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Stockholders present in person.

Mr. F. G. Farnham	560 shares
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Stockholders represented by proxy.

Mr. J. S. Brown	
by F. G. Farnham, proxy,	5 shares

	Proxy	Shares
Mr. John Brown, Ex.	F. G. Farnham	5
Grace A. Brown	"	5
E. B. Calloway	"	2
N. C. Farnham	"	21
F. C. Farnham	"	161

E. A. Farnham	F. G. Farnham	90
John Kubach	"	20
H. H. Richards	"	10
Geo. H. Seaman	"	10
T. R. Thersk	"	19
F. G. Myers	"	20

It appearing from the report of the Secretary that stockholders holding a majority of the amount of stock issued and outstanding, and entitled to be voted upon at this meeting, were present in person or by proxy, a quorum was declared to be present for the transaction of business. The proxies were directed to be filed with the Secretary.

The minutes of the special meeting of the Directors of the company held at Honesdale, Pennsylvania, on December 30, 1903, appointing a committee to negotiate a sale of the company's property and business, and of the special meeting of Directors held at Honesdale, Pennsylvania, on January 9, 1904, at which meeting the committee appointed to negotiate the sale of the property and business of the company made its report, were read, and it was stated to the meeting that a committee having been, as in said minutes set forth, appointed by the Directors to negotiate the sale of the property, assets, business and good-will of the company, such committee had succeeded in negotiating a sale to the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having a place of business in Boston, Massachusetts, at a price based upon cost value of materials and property on hand, plus certain additional sums on account of patents, good-will and other assets, of the entire property, business and good-will of every name and nature of the company, excepting alone its franchise and all cash on hand and on deposit, and notes, bills and accounts receivable, and also a sale to the said United Shoe Machinery Company by Mr. Frank G. Farnham of certain foreign patent rights and other property owned by Mr. Farnham personally, it having been necessary, in order to negotiate the trade with the said United Shoe Machinery Company, to include all of said property, not only of this company but also

of Mr. Farnham personally and to make the trade as a single transaction. It is also called to the attention of the meeting that in accordance with the terms negotiated for such sale it would be necessary for this company and for Mr. Farnham to enter into proper covenants in favor of the purchaser, including especially covenants as to title to the property, assets, business and good-will conveyed, for further assurances, for the transfer of any inventions or patent rights hereafter acquired or owned by this company or by Mr. Farnham relating to brushes or to fillers, hubs, sleeves, collars, bristles, fibre or other parts or supplies therefor, and against competition.

It was further stated to the meeting that since the seventh day of January an inventory of the materials and property of the company on hand had been made and the amount of the consideration to be paid by the said United Shoe Machinery Company for said purchase and covenants had been more accurately determined to be the sum of twenty thousand, nine hundred fifteen dollars, thirty-two cents (\$20,915.32) in cash, and five thousand dollars (\$5000) in royalty (in accordance with and subject to the terms of the instrument embodying said trade, referred to in the call for this meeting) upon brushes sold embodying the inventions or improvements covered by certain Letters Patent of the United States included within the sale to the United Shoe Machinery Company, plus an additional sum not yet determined but estimated at about eighteen hundred dollars (\$1800) on account of certain sleeves and collars now in the hands of manufacturers; and that of said purchase price the sum of twenty thousand, nine hundred fifteen dollars, thirty-two cents (\$20,915.32) in cash, and the sum of five thousand dollars (\$5000) in royalty, as aforesaid, is to be paid on account of the property, assets, business and good-will and the covenants of this company, the balance being on account of the personal transfers and covenants of Mr. F. G. Farnham.

The instrument referred to was submitted to the meeting for inspection.

Upon motion duly seconded it was

Voted : — That the action of the Directors and of the committee

appointed by the Directors in negotiating a sale to the United Shoe Machinery Company upon the terms above set forth of the entire property, assets and business of every name and nature of this company, except alone its franchise, cash on hand and on deposit, and notes, bills and accounts receivable, be and the same hereby is confirmed, ratified and approved, and is adopted as the act and deed of this company.

Upon motion duly seconded it was

Voted: — That the sale of the property, assets, business and good-will of this company to the said United Shoe Machinery Company as negotiated and as set forth in the written proposition made under date of January 6, 1904 by the committee appointed by the Board of Directors for that purpose, and in the written acceptance of said proposition by the said United Shoe Machinery Company under date of January 7, 1904, be and the same hereby is authorized, confirmed, ratified and approved, and is adopted as the act and deed of this company.

Upon motion duly seconded it was

Voted: — That this company do sell, assign, transfer, set over and deliver to the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having a place of business in Boston, Massachusetts, the entire property, assets, business and good-will of every name and nature of this company, except alone the franchise of this company and any and all cash on hand or on deposit, and bills, notes or accounts receivable, and do enter into proper covenants with the said purchaser in support thereof; said sale and transfer to take effect as of the twenty-third day of January, 1904.

Upon motion duly seconded it was

Voted: — That the sale provided for in the next preceding vote be made in consideration of the payment by the said United Shoe Machinery Company to this company for the property, assets, business and good-will included therein and covenants in support thereof, of the sum of twenty thousand, nine hundred and fifteen dollars, thirty-two cents (\$20,915.32) in cash, and the undertaking of the said United Shoe Machinery Company, in accordance

with and subject to the terms of the written instrument embodying the terms of this sale, referred to in the call for this meeting and now before the meeting, to pay to this company during the continuance in force of Letters Patent of the United States, No. 673,119, dated April 30, 1901, until the aggregate sum of five thousand dollars (\$5000) shall have been paid, a certain sum, in the nature of royalty upon brushes sold by the United Shoe Machinery Company embodying the inventions or improvements covered by certain Letters Patent of the United States included in the transfer from this company.

Upon motion duly seconded it was

Voted : — That this company execute under date of the twenty-third day of January 1904 an instrument of transfer to the United Shoe Machinery Company, a New Jersey corporation, of all the property, assets, business and good-will of this company of every name and nature, except alone its franchise, cash on hand and on deposit and notes, bills and accounts receivable, and containing covenants on the part of this company in the form of the following instrument between this company as party of the first part, Frank G. Farnham, of Honesdale, Pennsylvania, party of the second part, and the said United Shoe Machinery Company, party of the third part; said instrument being the instrument referred to in the call for this meeting and referred to in the preceding vote, viz. : —

At this point there is inserted in the original record a full copy of the Indenture of January 23, 1904, herein referred to, it being a duplicate copy of the foregoing instrument to which this certified copy of the record is annexed.

Attest : Norman C. Farnham, Secretary.

[CORPORATE SEAL]

Upon motion duly seconded it was Voted :

That this company do execute and cause to be executed any and all instruments, and do perform and cause to be performed any and all acts necessary or desired to carry into effect the terms of the instruments referred to in the next preceding vote and to fully

and completely vest and confirm in the said United Shoe Machinery Company, its successors, assigns or nominees, any and all of the property, assets, business and good-will of this company, excepting its franchise, cash, bills, notes and accounts receivable, including herein without prejudice to the generality of this vote the transfer to the said United Shoe Machinery Company, its successors, assigns, or nominees, of all inventions or improvements, and all Letters Patent of the United States and of any and all foreign countries, and all trade names, marks and brands, and all interests and rights in, to or under the same, owned or controlled by this company.

Upon motion duly seconded it was Voted :

That the execution by Mr. Fred C. Farnham, as President of this company, for, in the name of and in behalf of this company of any and all of the instruments referred to in the two preceding votes be and the same hereby is authorized, confirmed, ratified and approved, and that the President be and he hereby is authorized and directed to formally execute for, in the name and on behalf of this company and under its corporate seal an instrument in the form of that above set forth at length in these minutes, giving same date as of the twenty-third day of January, A. D. 1904, and to execute any and all further instruments and to perform any and all acts necessary or desired to carry out the terms of said instrument or to carry out the intent of any and all of the votes passed at this meeting, and to deliver all such instruments to the said United Shoe Machinery Company upon or after delivery by the said United Shoe Machinery Company to this company of a duplicate of said instrument of January 23, 1904, duly executed by the said United Shoe Machinery Company.

Each and all of the votes passed at this meeting were passed by the unanimous vote of all stockholders present in person or by proxy, to-wit, were passed by the affirmative vote of the holders of a majority of the stock issued and outstanding.

There being no further business to come before the meeting, it was on motion duly seconded

Voted : To adjourn.

Adjourned.

Attest: F. G. Farnham.

Jos. F. Cotter, Secretary pro tem.

Norman C. Farnham,

[CORPORATE SEAL]

Secretary of the Company

Honesdale, Pennsylvania, February 24, 1904.

THE F. G. FARNHAM MAN'FG CO.

A special meeting of the Board of Directors of The F. G. Farnham Brush Man'fg Co. was duly called by the President and was held at the office of the company, in Honesdale, Pennsylvania, on Wednesday, the twenty-fourth day of February, 1904, at three o'clock P. M.

There were present of the Board

Messrs. F. G. Farnham,

Signed

John Kuback

"

F. G. Farnham

"

N. C. Farnham

"

T. R. Thersk

"

Geo. W. Seaman

"

The records of the special stockholders' meeting, held at the office of the company in Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904, were read, from which it appeared that the company had, by affirmative vote of the holders of a majority of the stock issued and outstanding, voted to sell, assign and transfer to the United Shoe Machinery Company, a New Jersey corporation, having a place of business at Boston, Massachusetts, the entire property, assets, business and good-will of this company, excepting alone its franchise, cash on hand and on deposit, and bills, notes and accounts receivable.

There was also presented to the meeting a written consent, signed by the holders of a majority of the stock of this company issued and outstanding, consenting to and approving such sale.

Thereupon, upon motion duly seconded, it was Voted :

That this company do sell, assign, transfer, set over and deliver

to the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having a place of business in Boston, Massachusetts, the entire property, assets, business and good-will of every name and nature of this company, except alone the franchise of this company and any and all cash on hand or on deposit, and bills, notes or accounts receivable, and do enter into proper covenants with the said purchaser in support thereof; said sale and transfer to take effect as of the twenty-third day of January, 1904.

Upon motion duly seconded, it was Voted :

That the sale provided for in the next preceding vote be made in consideration of the payment by the said United Shoe Machinery Company to this company for the property, assets, business and good-will included therein and covenants in support thereof, of the sum of twenty thousand, nine hundred fifteen dollars, thirty-two cents (\$20,915.32) in cash, and the undertaking of the said United Shoe Machinery Company, in accordance with and subject to the terms of the written instrument embodying the terms of this sale, which is set forth at length in the minutes of and the execution of which was authorized by the stockholders at the special meeting of the stockholders of this company, held at Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904, to pay to this company during the continuance in force of Letters Patent of the United States No. 673,119, dated April 30, 1901, until the aggregate sum of five thousand dollars (\$5000) shall have been paid, a certain sum, in the nature of royalty upon brushes sold by the United Shoe Machinery Company embodying the inventions or improvements covered by certain Letters Patent of the United States included in the transfer from this company.

Upon motion, duly seconded, it was Voted :

That this company execute under date of the twenty-third day of January, 1904, an instrument of transfer to the United Shoe Machinery Company, a New Jersey corporation, of all the property, assets, business and good-will of this company of every name and nature, except alone its franchise, cash on hand and on deposit and notes, bills and accounts receivable and containing covenants on

the part of this company in the form of the instrument between this company as party of the first part, Frank G. Farnham, of Honesdale, Pennsylvania, party of the second part, and the said United Shoe Machinery Company, party of the third part, which instrument is set forth at length in the minutes of and the execution of which was authorized by the stockholders at the special meeting of the stockholders of this company, held at Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904.

Upon motion, duly seconded, it was Voted :

That this company do execute and cause to be executed any and all instruments, and do perform and cause to be performed any and all acts necessary or desired to carry into effect the terms of the instrument referred to in the next preceding vote, and to fully and completely vest and confirm in the said United Shoe Machinery Company, its successors, assigns or nominees, any and all of the property, assets, business and good-will of this company, excepting its franchise, cash, bills, notes and accounts receivable, including herein without prejudice to the generality of this vote the transfer to the said United Shoe Machinery Company, its successors, assigns or nominees, of all inventions or improvements, and all Letters Patent of the United States and of any and all foreign countries, and all trade names, marks and brands, and all interests and rights in, to or under the same, owned or controlled by this company.

Upon motion duly seconded, it was Voted :

That the execution by Mr. Fred C. Farnham as President of this company, for, in the name of and in behalf of this company of any and all of the instruments referred to in the two preceding votes be and the same hereby is authorized, confirmed, ratified and approved, and that the President be and he hereby is authorized and directed to formally execute for, in the name and on behalf of this company and under its corporate seal an instrument in the form of that which is set forth at length in the minutes of and the execution of which was authorized by the stockholders at the special meeting of the stockholders of this company, held at Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904,

giving same date as of the twenty-third day of January, A. D. 1904, and to execute any and all further instruments and to perform any and all acts necessary or desired to carry out the terms of said instrument or to carry out the intent of any and all of the votes passed at this meeting, and to deliver all such instruments to the said United Shoe Machinery Company upon or after delivery by the said United Shoe Machinery Company to this company of a duplicate of said instrument of January 23, 1904, duly executed by the said United Shoe Machinery Company.

Each and all of the votes passed at this meeting were approved and favorably voted upon by a majority of the whole Board of Directors of this company.

There being no further business to come before the meeting, it was, on motion duly seconded, Voted : To adjourn.

Adjourned.

Attest : Norman C. Farnham, Secretary.

[CORPORATE SEAL]

Commonwealth of Pennsylvania

County of Wayne, ss.

Honesdale, February 24th, 1904.

Norman C. Farnham, being by me duly sworn, upon his oath doth depose and say that he is the Secretary, duly constituted and qualified, of the F. G. Farnham Brush Man'g Co. a corporation organized and existing under the laws of the State of New Jersey, that, as such Secretary, he has in his custody the records of the meetings of the stockholders and directors of said company, that the foregoing are full, true and complete copies of the records of a special meeting of the stockholders of said company, held at Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904, and of a special meeting of the Board of Directors of said company, held at Honesdale, Pennsylvania, on Wednesday, the twenty-fourth day of February, 1904, that no votes annulling or in any wise modifying the votes passed at said respective meetings have been passed since the holding of said respective meetings as in said copies set forth, and that said votes are now operative and in full force and effect.

[CORPORATE SEAL]

Norman C. Farnham, Secretary.

Subscribed and sworn to before me this day of February,
1904.

Robt. A. Smith, Notary Public.

[SEAL]

Commission expires Jan'y. 14th, 1905.

We, the undersigned, owners and holders of shares of the capital stock of the F. G. Farnham Brush Man'fg Co. a corporation organized and existing under the laws of the State of New Jersey, having a place of business at Honesdale, Pennsylvania, do hereby consent to the sale and transfer to the United Shoe Machinery Company, a New Jersey Corporation, having a place of business at Boston, Massachusetts, upon the terms approved by the stockholders at the special meeting of the stockholders of said company held at Camden, New Jersey, on Tuesday, the twenty-third day of February, 1904, of the entire property, assets, business and goodwill of the said The F. G. Farnham Brush Man'fg Co. excepting alone its franchise, cash on hand and on deposit, and bills, notes and accounts receivable, and do hereby consent to, authorize, ratify, confirm and approve the execution for and on behalf of this company of the instrument under date of January 23rd, 1904, covering said sale, authorized at the said special meeting of the stockholders, and do hereby consent to and authorize the execution of any and all further instruments and the performance of any and all further acts on the part of the said The F. G. Farnham Brush Man'fg Co. which may be necessary or desired to carry out the terms and intent of the said instrument or otherwise to carry out the sale to the said United Shoe Machinery Company herein referred to.

F. G. Farnham,	shares 560
F. C. Farnham	161
N. C. Farnham	21
John Kubach	20
T. A. Thirsk	19
Geo. N. Seaman	& 10
	<hr/> 791

Commonwealth of Pennsylvania

County of Wayne, ss Honesdale, February 24, 1904.

Norman C. Farnham, Secretary of The F. G. Farnham Brush Man'fg Co. having been duly sworn, doth depose and say that the total number of shares of the capital stock of said company issued and outstanding this twenty-fourth day of February 1904, is Eleven Hundred and Nine shares, and that the persons whose signatures are affixed to the foregoing consent are the holders of the majority of the said stock so issued and outstanding.

[CORPORATE SEAL]

Norman C. Farnham, Secretary

Subscribed and sworn to before me this twenty-fourth day of February 1904.

Robt A. Smith, Notary Public

[SEAL]

Commission expires Jany. 15, 1905

The undersigned, being a majority of the whole Board of Directors of The F. G. Farnham Brush Man'fg Co. do hereby signify their assent to and concurrence in the sale of the property, assets, business and good-will of said company, provided for in the record of the foregoing meeting of the Board of Directors, held this twenty-fourth day of February, 1904, and do consent to and concur in all votes passed at said meeting as entered in said records.

F. C. Farnham	161
John Kubach	90
F. G. Farnham	560
N. C. Farnham	21
T. A. Thirsk	19
Geo. H. Seaman	10
	<hr/> 861

PLAINTIFF'S EXHIBIT 110.

[Put in Evidence, page 557.]

This Agreement made this second day of May A. D. One Thousand Nine Hundred and Four, by and between the United Shoe Machinery Company, a corporation duly organized under the laws of the State of New Jersey, with a registered office at Paterson, New Jersey, and a usual place of business at 205 Lincoln Street, in Boston in the Commonwealth of Massachusetts, (hereinafter called the United Company), party of the first part, and The American Glue Company, a corporation duly organized under the laws of the State of New Jersey with a registered office at Trenton, New Jersey, and a usual place of business at 121 Beverly Street, in said Boston, (hereinafter called the American Company), party of the second part, herein acting for and on behalf of and hereby binding not only itself but any and all branch companies which now are or may hereafter be organized or controlled by the American Company or in which the American Company is or may be interested, Witnesseth:—

That Whereas the United Company and the American Company, on the Sixteenth day of February, One Thousand Nine Hundred and One, entered into an agreement by which the United Company became the exclusive agent for Europe for the sale of all Sand Paper made for or by the American Company for use in the manufacture of boots and shoes;

And Whereas the said Companies are now desirous of entering into an agreement whereby the United Company shall become the exclusive agent of the American Company for the sale of all Sand Paper, owned, handled, or manufactured by or for the American Company, or in which it is or may be in any way interested, for use in the manufacture of boots and shoes in the United States and Dominion of Canada.

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) by each of the parties to the other paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual

covenants and agreements herein contained, the said parties do hereby covenant and agree as follows:—

The American Company agrees that the United Company shall have from the First day of June, A. D. One Thousand Nine Hundred and Four, the exclusive agency for the United States and the Dominion of Canada, for the sale of all Sand Paper in all forms, owned, handled, or manufactured by or for the American Company, or in which it is or may be in any way interested, and used or intended for use in the manufacture of boots and shoes.

The United Company agrees to make every reasonable effort to extend and increase the sale of the American Company's Sand Paper, and agrees and hereby binds itself that during the continuance of this agreement it will not use, or cause to be used in any of the factories which it may own or control, and that it will not sell any Sand Paper except that obtained from the American Company, except such brands, trade marks, grades and qualities as the American Company after reasonable trials is unable to produce to the satisfaction of the consumer at prices not greater than the United Company can obtain equal quantities elsewhere, and at any time when the American Company can furnish such equal qualities at equal prices, it shall receive the preference on all orders placed by the United Company.

The United Company also agrees to furnish the American Company or its representatives, at any time, such information as it may desire regarding sales and prices.

The American Company agrees to furnish exclusively for, and sell and deliver to the United Company promptly on receipt of its orders, unavoidable delays excepted, all Sand Paper which the United Company may from time to time order, and to use suitable materials and all due care and precaution in manufacturing and in the seasoning of the same; also to furnish free of charge, samples for testing and experimenting and to employ a competent man, whose duty it shall be to investigate, upon request, all complaints, and assist the United Company to increase the sale of its Sand Paper.

This Agreement shall continue for One Year from the First day

of June, A. D. One Thousand Nine Hundred and Four, unless sooner terminated as hereinafter provided. It is agreed, however, that either party shall have the right to terminate this agreement by a three months' notice in writing delivered to the other of said parties, and in case such notice shall be given, then this agreement shall, at the end of the said three months, terminate. If this agreement shall continue for the full term of one year without such notice having been given by either party, then it shall continue in full force and effect until it is terminated by a three months' notice in writing, delivered by one of the parties to the other as hereinbefore provided. In the event that the American Company gives such notice, it hereby agrees to do nothing that might operate to the disadvantage of its exclusive agent, the United Company, until the expiration of the three months' period and the termination of this contract, and the United Company may return to the American Company such stock of unsold goods as shall have been purchased under this contract, at the expense of the American Company, and the American Company will pay the United Company for such returned goods at the prices existing at the termination of this contract.

The American Company shall from time to time fix minimum selling prices, below which the United Company shall not sell without the consent of the American Company.

In the event of any material change in the conditions governing the selling prices to consumers, a new schedule of prices shall be arranged between the American Company and the United Company.

All goods shall be delivered to the warehouses of the United Company in Boston, or to any railroad depots or steamship docks in Boston, free of cost of delivery to the United Company. On all direct shipments by the American Company to points in New England outside of Boston, an allowance of Fifteen Cents (15c) per One Hundred Pounds for freight shall be deducted from the invoice prices herein set forth, and on direct shipments by the American Company to all points in the Dominion of Canada and the United States outside of New England, an allowance of Fifty

Cents (50c) per One Hundred Pounds shall be deducted from the invoice prices herein set forth.

Payment shall be Sixty Days net, or less Two Per Cent (2%) for cash if paid between the Tenth and Twentieth day of the month succeeding that in which invoices are rendered.

Any Sand Paper manufactured by the American Company and in the hands of the United Company, its agents or customers, which after careful investigation is found to be defective in quality through any fault of the American Company, may be returned to and at the expense of the American Company, and charged back to them at the then existing prices, but no allowance made to customers by the United Company shall be charged back to the American Company except by its written consent.

It is further agreed that from time to time and at its own expense the United Company may return to the American Company and charge back at the then existing prices any sand paper in good condition and readily salable in other territories, but which at the time of such return is unsalable in the district making such returns.

All orders and inquiries for Shoe Paper received by the American Company after the First Day of June, A. D. One Thousand Nine Hundred and Four shall not be filled by it, but shall be turned over to the United Company; nor shall the American Company solicit any orders for this class of business between this date and June 1st, 1904.

It is mutually agreed that the term "Sand Paper" or "Shoe Paper" wherever used in this agreement is understood and acknowledged to cover and include Emery, Garnet Flint, and any and all abrasives whether natural or artificial, which have been or may hereafter be applied to paper and cloth, or any combination of the two, or any similar material which has been or may be used.

The United Company reserves the right to purchase from companies, other than the American Company, Sand Paper for use on the Buffing or Cleaning Machines of the "Naumkeag" type, in case it should hereafter engage in manufacturing or dealing in Naumkeag or similar machines.

All orders shipped on and after the Second Day of May, One

Thousand Nine Hundred and Four, shall be invoiced at list prices and discounts as per attached Price Lists marked "A" and Discount Sheet marked "B" until such time as new lists and discounts are made as hereinbefore provided, except shipments to the Dominion of Canada, which shall be invoiced as per attached Price Lists marked "A" and Discount Sheet marked "C".

In the event of strikes, combinations of working people, accidents to machinery, floods, ice, fires, wars, civil commotion, epidemics, or any other causes beyond the control of either of the parties to this agreement, by reason of which the obligations entered into are interrupted or rendered impossible, the conditions of this agreement may and shall be suspended during such reasonable time as may be required by either party to resume them.

It is further agreed and understood that this agreement shall also be binding on and enforceable against the successors and assigns of the parties hereto.

In Witness Whereof the United Shoe Machinery Company has caused this contract to be executed and its corporate seal to be hereto affixed by Edward P. Hurd, its Assistant Treasurer, and the American Glue Company has caused this contract to be executed and its corporate seal to be hereto affixed by D. Webster Dow, its Second Vice-President, in duplicate, the day and year first above written.

[SEAL]

UNITED SHOE MACHINERY COMPANY

Edwd. P. Hurd, Assistant Treasurer.

[SEAL]

AMERICAN GLUE CO.

By D. Webster Dow, 2nd V. Pres.

A.

Two printed price lists of the American Glue Company, November 1, 1903.

Identified by initials E. P. H. and D. W. D.

DISCOUNT SHEET "B"

Ream, Roll and Webster Shape Garnet Paper,	50%
Moulded and Flat Strips Garnet Paper, Garnet Cloth Paper, Garnet Cloth and Emery Cloth,	40%
Flint Cloth Paper, Moulded,	25%
Garnet Cloth,	45%
Combination Garnet Cloth Paper,	45%
Emery Cloth, Domestic manufacture,	65%
" " Wellington Mills,	50%
Ream, Roll, and Webster Shape Alundum Paper,	30%
Moulded and Flat Strips Alundum Paper, Cloth Paper, and Cloth,	30%
Alundum Cloth in Wide Rolls and Reams,	50%
Alundum Cloth Paper, rolls and reams,	30%
Hercules Belts,	35%

E. P. H.

D. W. D.

DISCOUNT SHEET "C"

Ream, Roll, and Webster Shape Garnet Paper,	50%
Moulded and Flat Strips Garnet Paper, Garnet Cloth Paper, Garnet Cloth and Emery Cloth,	50%
Flint Cloth Paper, Moulded,	40%
Garnet Cloth, Wide Rolls and Reams,	60 & 5%
Combination Cloth Paper, Wide Rolls,	45%
Emery Cloth, Domestic manufacture,	65%
" " Wellington Mills,	50%
Ream, Roll and Webster Shape Alundum Paper,	37½%
Moulded and Flat Strips Alundum Paper, Cloth Paper and Cloth,	37½%
Alundum Cloth in wide rolls and reams,	60%
Alundum Cloth Paper, " " "	37½%
Hercules Belts,	35%

E. P. H.

D. W. D.

It is hereby mutually understood and agreed that all orders within the terms of the foregoing contract between the American Company and the United Company, dated May 2, 1904, for use in the United States and Dominion of Canada, placed with the United Company after November 6, 1906, shall be invoiced by the American Company on Price Lists "A" attached to said contract, and shall be subject to the Discount Sheet "BB" hereto attached, instead of the Discount Sheets "B" & "C" attached to said contract.

In Witness Whereof the United Shoe Machinery Company has caused this agreement to be executed and its corporate seal to be hereto affixed by Edwd. P. Hurd, its Assistant Treasurer, and the American Glue Company has caused this agreement to be executed and its corporate seal to be hereto affixed by J. P. Lyman, its President, in duplicate.

United Shoe Machinery Company

Edward P. Hurd, Assistant Treasurer.

American Glue Company,

J. P. Lyman, President.

DISCOUNT SHEET "BB".

Superseding Discount Sheets "B" & "C".

Flat Goods.

Garnet Comb. & F. C. P.,	47½%
" Roll, Ream & Webster Paper,	42½%
" Cloth,	42½%
Emery Cloth,	60 & 5%
Alundum Cloth,	50%
" Roll, Ream & Webster Paper,	25%
" Combination,	25%

Moulded Goods.

(-Moulded Garnet Paper,-)	35%
(" C. P. & Cloth,)	35%
" Emery Cloth,	35%
" F. C. P.,	20%
" Alundum Cloth or Paper,	25%
" " Combination,	25%

Miscellaneous Goods.

Churchill Discs, 3/0 to 1½	\$1.50 per C
Pin Wheels,	.22 " "
Emerson Pin Wheels,	.12 " "
Belts,	30%
Cones,	30%
Heel Breast Paper,	.36 " "
" " C. P.,	.95 " "
" " Cloth,	.95 " "
" " Emery Cloth,	.95 " "

PLAINTIFF'S EXHIBIT 111.

[Put in Evidence, page 558.]

Indenture made this First day of January, 1904, by and between Zachary Taylor French, of Boston, in the Commonwealth of Massachusetts, as party of the first part: United Shoe Machinery Company, a corporation organized and existing under the laws of the State of Maine, formerly named Goodyear Shoe Machinery Company, (hereinafter called the Maine Company) party hereto of the second part: and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the New Jersey Company) party hereto of the third part.

Whereas, by a certain written agreement, dated the 19th day of December 1895, made between said French and one William C. Meyer, as parties of the first part, and the Maine Company (under the name of Goodyear Shoe Machinery Company), as party of the second part, recorded November 27, 1899 in the Patent Office of the United States of America, in Liber F. 60, Page 436 of Transfers of Patents, the said French and the said Meyer did grant to the Maine Company the exclusive right and license to make, use and sell certain inventions described and claimed in and by certain Letters Patent therein specifically mentioned and which should be patented in and by such Letters Patent as should be granted to them or either of them upon certain pending applications therein men-

tioned, which agreement is hereinafter referred to as the "Rounding and Channeling Machine Agreement," and

Whereas, by another agreement dated the 19th day of December 1895, hereinafter referred to as the "Shanking and Feather Edging Machine Agreement", made by and between the same parties as were parties to said "Rounding and Channeling Machine Agreement", recorded November 27, 1899 in the Patent Office of the United States of America, in Liber F. 60, Page 442, said French and Meyer did grant to said Maine Company the exclusive right and license to make, use and sell certain inventions described and claimed in and by certain Letters Patent referred to in said "Shanking and Feather Edging Machine Agreement", and which should be patented in and by such letters patent as should be granted to said French and Meyer or either of them, upon certain pending applications referred to in said last mentioned agreement; and

Whereas, by a certain agreement dated the 2nd day of January 1899, hereinafter referred to as the "Agreement of January 2nd, 1899", made by and between the same parties as were parties to said "Rounding and Channeling Machine Agreement" recorded November 27, 1899 in the Patent Office of the United States of America in Liber F. 60, Page 448, of Transfers of Patents, the said French and Meyer did grant and agree to grant to said Maine Company the sole and exclusive license to make, use and sell certain inventions described and claimed in and by certain Letters Patent referred to in said "Agreement of January 2nd, 1899", and in such letters patent as should be granted to them or either of them upon certain pending applications for letters patent referred to in said last mentioned agreement; said three agreements being also referred to hereinafter as the "License Agreements"; and

Whereas, all the royalties or license fees due and payable to said French from the Maine Company pursuant to said three License Agreements which are payable in respect to machines sold, leased or otherwise disposed of by the Maine Company prior to the date of this instrument, have been paid to said French, and all the covenants and agreements for the benefit of said French incumbent

upon the said Maine Company have been fully performed by the Maine Company ; and

Whereas, the Maine Company desires to purchase, and the said French is willing to sell and convey to the Maine Company the entire right, title and interest of said French in and to all the inventions, Letters Patent and applications for Letters Patent mentioned or referred to in or contemplated by said three License Agreements, and to be forever released and discharged after the date of this instrument from the payment to said French or his executors or administrators of royalties or license fees, or other sums, pursuant to said three License Agreements, or either of them ; and

Whereas, the New Jersey Company desires to purchase, and the said French is willing to sell and convey to the New Jersey Company, the entire right, title and interest of said French in and to all other inventions or improvements in or relating to machines, machinery, tools, appliances, articles, and methods to be used or adapted for use in the manufacture of footwear, footwear findings, leather articles or for leather working, which said French has heretofore invented, discovered or acquired, or which he shall hereafter invent, discover or acquire during the period of ten years from the 1st day of January, 1904, and in and to all letters patent, both of the United States of America, and of other countries, which have been or shall be hereafter obtained for such inventions or improvements or any of them ; and

Whereas, the Letters Patent and applications for Letters Patent mentioned or referred to in said three License Agreements so far as now known to the parties hereto are described in the "Schedule of Patents and Applications for Patents" hereinafter contained :

Now, therefore, the parties hereto agree as follows : —

1. The said French in consideration of the sum of One Dollar and other valuable consideration to him paid contemporaneously with the execution and delivery of this Indenture, the receipt of which is hereby acknowledged, has sold, assigned and conveyed and does hereby sell, assign and convey to the Maine Company all his right, title and interest in and to the several Letters Patent and Appli-

cations for Letters Patent described or referred to in the "Schedule of Patents and Applications for Patents", herein contained, and all his right, title and interest in and to the several inventions therein described and claimed; also all his right, title and interest in and to all inventions or improvements mentioned, referred to or contemplated by said three License Agreements, which are not described or referred to in said "Schedule of Patents and Applications for Patents", and all his right, title and interest in and to such Letters Patent, both of the United States of America and of other countries, as have been or shall be hereafter obtained for such inventions or improvements or either or any of them.

To Have and to Hold all such inventions, improvements and letters patent to the Maine Company, and its successors and assigns to the full end of the respective terms of such letters patent as have been or shall be granted for such inventions or improvements, or either or any of them and to the full end of any and all reissued or extended terms thereof.

2. The said French for the consideration aforesaid, which he acknowledges has been paid to and is received by him in full satisfaction for all royalties, license fees and other sums provided to be paid to him in and by said three License Agreements for inventions or improvements made and for his services rendered prior and up to the date of this instrument, hereby forever releases and discharges the Maine Company from all its covenants and agreements in said three License Agreements contained, and acknowledges that it has fully performed all and every its said covenants and agreements.

3. The said French, for himself and not for said Meyer, for the aforesaid consideration, hereby agrees that said License Agreements shall hereafter be unrestrictedly assignable by the Maine Company, and that all the beneficial interest of the Maine Company created by said three License Agreements shall hereafter be construed to be for the benefit of the Maine Company and its successors and assigns; and that, if requested so to do, he will assent in writing to any and all such assignments which shall be made from time to time by the Maine Company, its successors or assigns.

4. The said French, for the aforesaid consideration, hereby authorizes and requests the Commissioner of Patents of the United States of America to issue from time to time to the Maine Company, its successors and assigns, as the assignee of his entire interest therein, all such Letters Patent of the United States of America as shall hereafter be allowed upon pending applications for letters patent mentioned or referred to in the "Schedule of Patents and Applications for Patents" hereinafter contained, or upon any and all such applications made in renewal thereof or as divisional applications. And agrees with the Maine Company from time to time hereafter, upon the request, but at the expense of the Maine Company, to do such acts and execute and make oath to and deliver all such deeds of assignment, powers of attorney, or other written instruments as shall, in the opinion of the counsel of said Maine Company, be necessary or convenient to vest the legal title to his entire interest in and to such inventions and improvements hereby sold and conveyed, and in and to all Letters Patent therefor both of the United States of America and of foreign countries, in said Maine Company, or in such nominee or nominees as it shall designate to take title to the same, or either or any thereof; and that he will upon the request, but at the expense of the Maine Company, from time to time hereafter do whatever may be deemed necessary and proper by the counsel of the Maine Company to secure the grant of letters patent for such inventions or improvements and reissues or extensions thereof and to enable or assist the Maine Company to maintain and defend its title to the inventions, improvements and letters patent hereby sold and conveyed or agreed to be sold and conveyed to it.

5. The said French, in consideration of the agreement of the New Jersey Company hereinafter contained, to pay to him, his executors and administrators, the sum of Fifteen Thousand Dollars (\$15,000.) in ten (10) annual payments of Fifteen Hundred Dollars (\$1500.) each, payable on the last day of each calendar year for the next ten (10) years, hereby sells, assigns and conveys to the New Jersey Company, its successors and assigns all his right, title and interest in and to all letters patent for inventions or

improvements in or relating to machines, machinery, tools, appliances, articles and methods to be used in the manufacture of footwear, footwear findings, leather articles or for leather working (except such letters patent as he has agreed to sell and convey to the Maine Company) and all his right, title and interest in and to all such inventions or improvements, whether made by himself or by or with another or others, which he has invented, discovered or acquired but not patented (except such inventions and improvements as he has agreed to sell and convey to the Maine Company) or which he shall hereafter invent or discover or acquire during the period of ten (10) years beginning the first day of January 1904 and ending the thirty-first day of December 1913; and agrees that he will promptly communicate to the President, General Manager, or counsel of the New Jersey Company, all such inventions or improvements hereby sold and conveyed to the New Jersey Company, or which he shall make, discover or acquire during said period of ten (10) years, whether the same have been or shall be made by himself or by or with another or others; and whenever so requested to do, will disclose or explain all such inventions or improvements hereby sold and conveyed or agreed to be sold and conveyed to the New Jersey Company fully and completely to the New Jersey Company, or its President, General Manager or counsel, and that he will upon the request but at the expense of said New Jersey Company, execute and make oath to all such applications, specifications, powers of attorney or other written instruments in such form as the New Jersey Company, or its President, General Manager or counsel shall deem proper to obtain the grant of letters patent of the United States of America, and of foreign countries and reissues and extensions thereof for such inventions and improvements hereby sold and conveyed or agreed to be sold and conveyed to the New Jersey Company; and that he will, upon the request, but at the expense of the New Jersey Company, do such acts and execute and make oath to and deliver all such deeds of assignment, powers of attorney or other written instruments as shall, in the opinion of the counsel of said New Jersey Company be necessary or convenient to vest the legal title to his entire interest

in and to such inventions and improvements hereby sold and conveyed or agreed to be sold and conveyed to the New Jersey Company and in and to all Letters Patent therefor, both of the United States of America and foreign countries in said New Jersey Company or in such nominee or nominees as it shall designate to take title to the same, or either or any thereof, and that he will upon the request, but at the expense of the said New Jersey Company from time to time hereafter do whatever may be deemed necessary and proper by the counsel of the New Jersey Company to enable or assist the New Jersey Company to maintain or defend its title to such inventions, improvements and Letters Patent hereby sold and conveyed or agreed to be sold and conveyed to the New Jersey Company.

To Have and to Hold all such inventions, improvements and letters patent to the New Jersey Company and its successors and assigns to the full end of the respective terms of such letters patent as have been or shall be granted for such inventions or improvements or either or any of them, and to the full end of any and all reissued or extended terms thereof.

6. And the said French further agrees with the New Jersey Company, that during the period of ten years beginning the first day of January 1904 and ending on the 31st day of December, 1913, he will not, except by the request of, or for the benefit of the New Jersey Company or the Maine Company, either by himself or jointly with another or others, or directly or indirectly, or as a stockholder, agent, servant or employee, become interested in or engage in inventing, making, selling or developing any machine, machinery, appliance, device or method designed or adapted to be employed in the manufacture of footwear, or in the manipulation of leather or the manufacture of footwear findings, in competition with the New Jersey Company or corporations controlled by it, and that he will not during said period, except by the request of the New Jersey Company, directly or indirectly, aid, assist or encourage anyone to engage in the manufacture of or to deal in machines, machinery, tools, appliances or articles to be used or adapted to be used in the manufacture of footwear, footwear findings, leather

809

articles or for leather working, in competition with the New Jersey Company or corporations controlled by it, and that he will not infringe or aid or assist anyone to infringe any trade marks, trade names or Letters Patent now owned or which shall hereafter be owned by said New Jersey Company or by corporations controlled by it.

7. The New Jersey Company, in consideration of the herein contained agreements with it on the part of said French, agrees to pay to him, his executors and administrators, the sum of Fifteen Thousand Dollars (\$15,000) in ten (10) annual payments of Fifteen Hundred Dollars (\$1500) each, during the ten (10) years next ensuing, the first of said payments to be made on the thirty-first day of December 1904, and the last of said payments on the thirty-first day of December 1913.

8. The Maine Company in consideration of one Dollar and other valuable consideration to it paid by the other parties hereto, the receipt of which is hereby acknowledged, hereby assents to this agreement.

9. The covenants and agreements herein contained which are incumbent upon or for the benefit of the Maine Company or the New Jersey Company shall be construed to be incumbent upon and for the benefit of their respective successors, and those which are incumbent upon or for the benefit of said French shall be construed to be incumbent upon and for the benefit of his executors and administrators.

10. The Maine Company and the New Jersey Company severally agree that the payments to be made by them respectively to the said French at the time of the execution and delivery of this Indenture as provided in paragraph 1 hereof, and the ten annual payments of fifteen hundred dollars (\$1500) each, referred to in paragraphs 5 and 7 hereof shall be net to the said French without reduction or abatement upon any account, and, in consideration thereof, the said French hereby releases and discharges the Maine Company and the New Jersey Company from any and all claims and demands which he has or may have against said Companies or either of them arising out of any and all matters or things existing

or accruing prior to the date of this Indenture ; and the Maine Company and the New Jersey Company in consideration of the covenants and agreements of said French herein contained hereby release and discharge the said French from any and all claims and demands which they or either of them respectively have against him by reason of any and all matters or things existing or accruing prior to the date of this Indenture, except claims of the Maine Company or the New Jersey Company to such right, title and interest in inventions, applications for letters patent and letters patent as the said French has sold and conveyed or agreed to sell and convey to the Maine Company or to the New Jersey Company.

11. The following is the "Schedule of Patents and Applications for Patents" hereinbefore referred to :

LETTERS PATENT OF THE UNITED STATES OF AMERICA.

Number	Date	Invention
No. 500,060	June 20, 1893	Channeling Machine
No. 505,598	Sept. 26, 1893	Welt Making Machine
No. 510,127	Dec. 5, 1893	Sole Gouging Machine
No. 529,900	Nov. 27, 1894	Channeling Machine
No. 540,616	June 4, 1895	Shanking & Feather Edging Mch.
No. 546,851	Sept. 24, 1895	Machine for Trimming Edges of Welts and Uppers
No. 546,852	Sept. 24, 1895	Rounding & Channeling Mch.
No. 558,379	Apr. 14, 1896	Welt Seam Trimming Machine
No. 558,380	Apr. 14, 1896	Do.
No. 558,381	Apr. 14, 1896	Do.
No. 558,382	Apr. 14, 1896	Do.
No. 563,471	July 7, 1896	Sole Sewing Machine
No. 563,472	July 7, 1896	Do.
No. 590,381	Sept. 28, 1897	Welt Seam Trimming Machine
No. 598,727	Feb. 8, 1898	Welt Beating Machine
No. 599,602	Feb. 22, 1898	Rounder
No. 600,883	Mar. 22, 1898	Rounder
No. 630,338	Aug. 8, 1899	Rounder
No. 630,339	Aug. 8, 1899	Rounder
No. 705,062	July 22, 1902	Sewing Machine

No. 705,063 July 22, 1902 Sewing Machine

No. 732,729 July 7, 1903 Sewing Machine

Pending Applications

Serial No. 698,463, filed Dec. 6, 1898, Sewing Machine

Serial No. 8,186, filed Mar. 10, 1900, Sewing Machine

FOREIGN PATENTS.

	Number		Date
Belgium	No. 83,338	Sept.	20, 1888
	No. 83,339	Sept.	20, 1888
	No. 91,070	June	28, 1890
	No. 115,900	June	4, 1895
France	No. 206,661	June	27, 1890
	No. 230,969	June	20, 1893
	No. 247,885	June	4, 1895
	No. 254,007	Feb.	15, 1896
	No. 255,544	Apr.	14, 1896
	No. 257,888	July	7, 1896
	No. 275,254	Feb.	22, 1898
	No. 308,443	Feb.	25, 1901
Germany	No. 87,362	June	5, 1895
	No. 91,932,	April	14, 1896
	No. 94,776,	Feb.	16, 1896
	No. 104,556	July	7, 1896
	No. 110,994,	Feb.	22, 1898
Great Britain	No. 10,960,	June	4, 1895
	No. 12,069,	June	20, 1893
	No. 3,497,	February	15, 1896
	No. 7,874,	April	14, 1896
	No. 15,043,	July	7, 1896
	No. 4,426,	February	22, 1898
	No. 6,908,	April	12, 1900
	No. 3,621,	March	11, 1894
Russia	No. 44,386,	October	4, 1893
Canada	No. 44,384,	October	4, 1893
	No. 51,863,	April	7, 1896

	No. 53,280,	August 19, 1896
	No. 55,826,	May 6, 1897
	No. 59,531,	April 5, 1898
	No. 79,894,	March 24, 1903
New South Wales	No. 11,066,	May 31, 1901
New Zealand	No. 13,688,	June 6, 1901
South Australia	No. 5,274,	May 31, 1901
Victoria	No. 18,187,	May 29, 1901

Pending Foreign Applications

Germany	No. F. 13,443,	October 29, 1900
	No. F. 14,051,	April 17, 1901
	No. F. 14,052,	April 17, 1901

In Witness Whereof the said Zachary Taylor French has set his hand and seal hereto, and the Maine Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Edwd. P. Hurd its Asst. Tres. and the New Jersey Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Sidney W. Winslow, its President, the day and year first above mentioned.

ZACHARY T. FRENCH [SEAL]

UNITED SHOE MACHINERY COMPANY

OF MAINE [SEAL]

By Edwd. P. Hurd Asst. Tres.

UNITED SHOE MACHINERY COMPANY

OF NEW JERSEY [SEAL]

By S. W. Winslow President

PLAINTIFF'S EXHIBIT 112.

[Put in Evidence, page 559.]

Know all Men by these Presents :

That we, Herbert L. Kimball and Irving A. Hadley, both of Lynn, Massachusetts, heretofore engaged as copartners at said Lynn and elsewhere in the business of manufacturing and dealing in needles, awls, drivers, and similar articles under the firm name and style of Kimball & Hadley, in consideration of the sum of four thousand, seven hundred and fifty dollars (\$4750.00) in cash to us paid by the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having a place of business in Boston, Massachusetts, the receipt of which we hereby acknowledge, have sold and do by these presents sell, assign, transfer, set over and deliver to the said United Shoe Machinery Company, its successors and assigns, the said business heretofore carried on by us, together with the good-will thereof, and all business, good-will, property, interests and rights of every name and nature had by us or by either of us or which we or either of us is in anywise, by agreement or otherwise, entitled to acquire or take over relating to needles, awls, drivers, and like articles, including herein all merchandise, needles, awls, drivers, supplies, materials manufactured, unmanufactured or in process of manufacture, machines, machinery, tools, fixtures, furniture and equipment, the good-will of all such business, and all trade names, marks and brands, and all other property, interests and rights, benefits and advantages of whatsoever name or nature relating thereto ; Excepting, However, that this assignment does not include any cash on hand or any bills, notes and accounts receivable.

To Have and to Hold all of the said business, good-will, property, interests and rights to the said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely.

And for the same consideration we and each of us do hereby covenant with and warrant to the said United Shoe Machinery Company, its successors and assigns, that the property hereby

conveyed includes all of the property set forth in the schedule hereto annexed and marked "Schedule A"; that we are the absolute owners of all the business, good-will, property, interests and rights hereby conveyed or expressed or intended to be conveyed; that the same are free from any and all incumbrances; that we have good right to sell and assign the same as aforesaid, and will warrant and defend the same against the lawful claims and demands of all persons.

And for the same consideration we and each of us do hereby covenant and agree to and with the said United Shoe Machinery Company, its successors and assigns, that at any and all times hereafter we and each of us will without further consideration execute and cause to be executed any and all further assignments or other instruments, and will perform and cause to be performed any and all further acts necessary or desired by the said United Shoe Machinery Company, its successors or assigns, to fully and completely vest and confirm in the said United Shoe Machinery Company, its successors and assigns, the full and absolute title in and to all the business, good-will, property, interests and rights, benefits and advantages hereby conveyed or expressed or intended to be conveyed, and to enable the said United Shoe Machinery Company, its successors and assigns, to secure, protect, and enjoy the full benefits and advantages thereof.

And for the same consideration we and each of us do hereby covenant and agree to and with the said United Shoe Machinery Company, its successors and assigns, that we will not nor will either of us at any time within fifteen (15) years from the date of these presents directly or indirectly, individually or in combination with others, as manager, agent or employee, or as officer or stockholder in a corporation, or otherwise, in any manner, enter into or be engaged or interested in or financially or otherwise assist any person, firm or corporation in entering into, developing or carrying on any business which consists in whole or in part of or relates to manufacturing or dealing in needles, awls or drivers.

This sale shall take effect as of the close of business on the tenth day of June, A. D. 1904.

In Witness Whereof we, the said Herbert L. Kimball and Irving A. Hadley have hereunto set our respective hands and seals, and have signed these presents in the name of the said partnership this eleventh day of June, A. D. 1904.

KIMBALL & HADLEY [SEAL]

By Herbert L. Kimball

HERBERT L. KIMBALL [SEAL]

IRVING A. HADLEY [SEAL]

SCHEDULE A.

This schedule consists of an inventory made Monday, June 13, 1904, by Mr. Charles W. Martin and the same will be identified by signature of the parties and attached to this instrument later.

H & H

PLAINTIFF'S EXHIBIT 113.

[Put in Evidence, page 362.]

Indenture made this twenty-eighth day of June A. D. 1904, by and between William B. Arnold of North Abington, Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the "United Company")

Whereas the said Arnold had heretofore been engaged in the business of manufacturing and dealing in cementing machines and devices, and is an officer of the Arnold Machine & Supply Company, a corporation organized and existing under the laws of the State of Maine (hereinafter called the "Arnold Company") likewise engaged in the business of manufacturing and dealing in cementing machines and devices, and by reason of his ownership of capital stock of the said Arnold Company controls the action of said Arnold Company; and

Whereas the United Company desires to acquire all the business, property and interests of the said Arnold and of the said Arnold Company relating to cementing machinery or devices, and the said Arnold desires to sell and convey and to cause the same to be sold and conveyed to the said United Company as hereinafter provided;

Now, therefore, this instrument Witnesseth :

That the said Arnold, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to him paid by the said United Company, the receipt of which the said Arnold hereby acknowledges, has sold and does hereby sell, assign, transfer, set over and deliver to the said United Company, its successors and assigns, all business, good-will, property, interests and rights of every name and nature had by the said Arnold or which he is in anywise entitled to acquire or take over relating to cementing machinery or devices or to the manufacture or sale thereof.

Without prejudice to the generality of the foregoing assignment the said Arnold hereby sells, assigns, transfers and sets over to the said United Company, its successors and assigns, all inventions, improvements and Letters Patent and all rights in, to or under inventions, improvements or Letters Patent now had by him or which he has any right by agreement or otherwise to acquire or take over, or which he may at any time hereafter within fifteen (15) years from the date of these presents make, either alone or jointly with others, own, control or have any right by agreement or otherwise to acquire or take over relating to cementing machinery or devices.

To Have and to Hold all of the business, good-will, property, interests and rights hereby conveyed or agreed to be conveyed to the said United Company, its successors and assigns, to its and their own use and behoof absolutely.

And for the same consideration the said Arnold does hereby covenant and agree to and with the said United Company, its successors and assigns, that at any and all times hereafter upon making or acquiring or obtaining any right to acquire or take over within fifteen (15) years from the date of these presents any invention, improvement or Letters Patent, or any interest or right therein, thereunder or thereto relating to cementing machinery or devices he will forthwith disclose the same to the said United Company, its successors and assigns, its or their attorneys and patent solicitors, and will repeat such disclosures when and as often as requested, and that at any and all times upon request he will execute and

cause to be executed any and all applications, assignments and other instruments, and will perform and cause to be performed any and all acts necessary or desired by the said United Company, its successors and assigns, to enable the said United Company, its successors or assigns, to apply for and procure in the name of the said United Company, its successors or assigns, or of such persons or corporations as the said United Company, its successors or assigns, may designate, Letters Patent of the United States and of any and all foreign countries where the said United Company, its successors or assigns, may desire to obtain Letters Patent therefor, covering in such form as the said United Company, its successors or assigns, may desire, the inventions or improvements, or any of them, hereby conveyed or agreed to be conveyed, and to fully and completely vest and confirm in and to enable the said United Company, its successors and assigns, to secure, protect and enjoy the full benefits and advantages of said inventions, improvements, Letters Patent, property, interests and rights hereby conveyed or intended to be conveyed — all without further consideration than herein expressed, but the expense of obtaining Letters Patent as aforesaid to be borne by the said United Company, its successors or assigns.

And for the same consideration the said Arnold does hereby covenant and agree to and with the said United Company, its successors and assigns, that he will not at any time within fifteen (15) years from the date of these presents, directly or indirectly, individually or in combination with others, as manager, agent or employee or as officer or stockholder in a corporation, or otherwise, enter into or be engaged in, or financially or otherwise assist any person, firm or corporation in entering into, developing or carrying on any business which consists in whole or in part of or relates to manufacturing or dealing in cementing machinery or devices, or in developing or exploiting any invention (excepting the inventions assigned to the United Company, its successors and assigns, as aforesaid) relating to such machinery or devices.

And for the same consideration the said Arnold does hereby covenant and agree to and with the said United Company, its suc-

cessors and assigns, that he will cause all necessary actions to be taken and papers to be executed to fully and completely vest in the said United Company, its successors and assigns, all business, good-will, property, interests and rights of every name and nature of the said Arnold Company relating or pertaining in any way to cementing machinery or devices, including in such assignment from the Arnold Company, without prejudice to the generality thereof, all inventions, improvements, Letters Patent and interests and rights therein, thereunder or thereto relating to cementing machinery or devices now or hereafter owned by the said Arnold Company or which the said Arnold Company has now or may hereafter have any right by agreement or otherwise to acquire or take over, together also with a covenant on the part of the said Arnold Company that it will not hereafter engage in the cementing machine business.

The said Arnold hereby covenants with and warrants to the said United Company, its successors and assigns, that the said Arnold Company is the absolute owner of the inventions and improvements covered by Letters Patent of the United States, No. 728,793, dated May 19, 1903, granted to George F. Dunn, Assignor of one-half to William B. Arnold, for an Innersole-Cement Machine, and of said Letters Patent; and of the inventions shown and described in a certain pending application for Letters Patent of the United States, filed July 16, 1903, by one George F. Dunn, for Improvements in Cement-Applying Machines, said application being Serial Number 165,743, and of said pending application; that no prior grant of or license to use the inventions or any of them covered by said Letters Patent or included in said application has been made, and that the same are in all respects free from incumbrances; that the said Arnold Company has good right to assign said inventions, said Letters Patent, and said application, and that the said Arnold will cause a clear and perfect title to said inventions, Letters Patent, application, and any Letters Patent which may be issued upon said application or for said inventions to be vested in the said United Company, its successors and assigns; and (without pre-

judice to the generality of said assignment) that the other property hereby conveyed or agreed to be conveyed includes the following :

Three (3) complete cementing machines (assembled and ready to put out)

Patterns

Jigs

Tools

The said Arnold hereby states that the following enumerated machines embodying the novel roll (a²) of said Letters Patent of the United States, No. 728,793, have heretofore been put out by by the said Arnold or by the said Arnold Company, viz:

M. N. Arnold & Company, North Abington, Mass.	1 machine
W. L. Douglas Company, Brockton, Mass.	2 machines
Commonwealth Shoe & Leather Company, Whitman, Mass.	1 machine
Commonwealth Shoe & Leather Company, Gardner, Mass.	1 machine
L. A. Crossett, North Abington, Mass.	1 machine
Leonard & Barrows, Middleboro, Mass.	1 machine

and covenants with and warrants to the said United Company, its successors and assigns, that no other machines embodying the inventions of said Letters Patent, No. 728,793, or of said application Serial Number 165,743, or any of them, have been put out by or under the authority of the said Arnold or the said Arnold Company.

The United Company hereby covenants to and with the said Arnold that the United Company will pay to the said Arnold immediately after the execution of these presents the sum of five hundred dollars (\$500.00) in cash.

The United Company further covenants and agrees to and with the said Arnold that hereafter during the continuance in force as a good and valid Letters Patent of said Letters Patent of the United States, No. 728,793, or of such Letters Patent of the United States, if any, as may issue upon said application Serial Number 165,743, the United Company will pay to the said Arnold as royalty under such Letters Patent the sum of fifteen dollars (\$15.00) for each

innersole-cementing machine, for cementing so-called "Gem Insoles,"—embodying the invention patented in Letters Patent of the United States of America, dated January 19, 1897, No. 575,460,—sold by the United Company for use within the United States of America embodying any one or more inventions covered and secured by any one or more claims then existing and valid of said Letters Patent, No. 728,793, or of such Letters Patent of the United States as may issue as aforesaid upon said application Serial Number 165,743, and will pay to the said Arnold the sum of ten dollars (\$10.00) for each and every such cementing machine embodying any one or more such inventions of said Letters Patent, No. 728,793, or such Letters Patent of the United States as may issue as aforesaid upon said application Serial Number 165,743 sold by the United Company for use within the United States, other than the machines for cementing so-called "Gem Insoles" above provided for.

The United Company shall keep true and accurate account during the continuance in force of said Letters Patent of all cementing machines sold by it on account of which royalty is payable to the said Arnold as aforesaid, and shall semi-annually on or before the last day of August and February in each year render to the said Arnold a statement showing the number of machines so sold by it during the six (6) calendar months ending with the last day of June and December next preceding such accounting, and shall accompany such accounting by payment to the said Arnold of the amount of the royalty shown by such accounting to be due.

In Witness Whereof the said William B. Arnold has hereunto set his hand and seal, and the said United Shoe Machinery Company has caused these presents to be signed by Edwd. P. Hurd, its Assistant Treasurer, and its corporate seal to be hereto affixed the day and year first above written.

WILLIAM B. ARNOLD

UNITED SHOE MACHINERY COMPANY.

By Edward P. Hurd, Asst. Treas.

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston,

On this 28th day of June A. D. 1904 before me personally appeared William B. Arnold, to me personally known, and having executed the foregoing instrument in my presence did acknowledge the same to be his free act and deed.

Harold Gregory Donham, Notary Public.

PLAINTIFF'S EXHIBIT 114.

[Put in Evidence, page 564.]

This Agreement made this 25th day of October, A. D. 1904, by and between Irving E. Booth and Quentin W. Booth (hereinafter called Booth Brothers) both of the City of Rochester, in the State of New York, parties of the first part, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey and having a place of business at No. 205 Lincoln Street, Boston, Massachusetts, (hereinafter called the United Company) party of the second part. Witnesseth:—

Whereas said Booth Brothers, one or both, are owners of a certain invention known as a "Perforating Machine" on which there is existing at the present time Letters Patent of the United States No. 701107, dated May 27th, granted to William H. Treen.

Whereas said Booth Brothers desire to make the following assignment and enter into the agreement, hereinafter set forth, with the United Company and the United Company desire to acquire the rights hereinafter granted;

Now, Therefore, be it known that the said parties hereto for and in consideration of the sum of one dollar and other good and valuable consideration by each to the other in hand paid, the receipt of which is hereby acknowledged, do hereby agree as follows:—

1. That said Booth Brothers agree to deliver to the said United Company an assignment of a valid title to the patent covering the said machine and also the experimental machine and all tools, patterns, drawings, etc., used in the manufacture and for the construction of this machine and upon such delivery the United Com-

pany agrees to pay Booth Brothers the sum of twenty-four hundred dollars (\$2400.00) and the United Company agree to buy Booth Brothers the sum of fifteen dollars (\$15.00) on each Perforating machine sold in the United States embodying said patent or patents to be issued on the present construction of the said machine; and the said United Company agree to pay Booth Brothers the sum of ten dollars (\$10.00) on each Perforating Machine sold embodying the patent or patents to be issued on the present construction of the machine in Canada or in other foreign countries not included in the contract between Booth Brothers and the United Company, dated the 17th day of September, 1904, with regard to foreign patents on this same machine.

2. The United Company hereby agree that for the term of four years from this date the royalty on the output of the said machines shall amount to the sum of seven hundred fifty dollars (\$750.00) per annum and if at the end of the four years from date the total amount of the royalties agreed upon do not amount to the sum of three thousand dollars (\$3,000.00) (the amount which will have been paid under the guarantee), the United Company may continue to manufacture and sell without paying further royalties until the total amount of royalties beginning this date amount to the sum of three thousand dollars (\$3,000.00), from which time the royalties shall again be paid as in paragraph 1. Said royalties shall be paid on or before February fifteenth and August fifteenth of each year for the period of six months preceding January first and July first, respectively, and shall continue until the total amount paid Booth Brothers, including the twenty-four hundred dollars (\$2400.00) aforesaid, shall amount to the total sum of ten thousand dollars (\$10,000.00), after which no royalties shall be paid and all interest of the said Booth Brothers in the said inventions shall cease.

3. The United Company agree to take over the experimental machine, tools, patterns, assignments, etc., as soon as they conveniently can and not to exceed two months from this date, and to commence the manufacture and sale of the said invention and machine at the earliest practical date. Until such taking over by the United Company, Booth Brothers may finish up as far as possible

the machines they have in stock and may make such sales as come to them in the regular course of their business and on any sales made by them prior to the time of the taking over of the business by the United Company the said Booth Brothers are to have whatever profit there may be in the business, but Booth Brothers agree to make delivery at any time upon request of the United Company and, as to any completed Perforating Machines or parts of machines which are salable and new, the United Company agree to take same paying the cost of the manufacture of same in addition to the specified amount of twenty-four hundred dollars (\$2400.00).

4. If at any time within six months from the date of this contract the United Company elect to make an outright purchase of all the right, title and interest of the said Booth Brothers of in and to the said invention and patent, the United Company may do so upon the payment of fifty-five hundred dollars (\$5,500.00), less the amount of twenty-four hundred dollars (\$2,400.00), aforesaid, and the amount of five hundred dollars (\$500.00) paid them on account of said contract made September 17th, 1904, provided said five hundred dollars (\$500.00) has been paid, but if the United Company exercise this option of purchase it is further agreed that the United Company, if able to obtain Letters Patent of the United States covering the present construction of the Perforating Machine not covered by the Treen Patent, shall upon the granting of said United States patent or patents make further payment to the said Booth Brothers of the sum of twenty-five hundred dollars (\$2,500.00).

5. It is further agreed that the United Company shall apply for Letters Patent in the United States, and in such other countries as it may elect, to cover and protect the machine as now constructed and which ideas are not already covered by the Treen Patent, which patents are to be taken out at the expense of the United Company; and said Booth Brothers agree that they and each of them will execute and cause to be executed any and all assignments, applications for Letters Patent, and other instruments, and will perform and cause to be performed any and all acts which may be necessary or desired by the United Company to enable the United Company to

apply for and obtain in its name Letters Patent, as aforesaid, in such form as the United Company may desire for delivering the complete title to the United Company of said invention and patent.

6. It is further agreed that if during the term the United Company are selling the Perforating Machine under the royalty agreement proceedings are instituted against the United Company for infringement of patent or patents for building and selling said Perforating Machine, that the United Company shall pay all the expense of said litigation and in case an injunction should be issued against the United Company preventing it from building and selling Perforating Machines under said patent or patents the United Company shall be released from any further payments to Booth Brothers on account of said royalties or on account of the guarantee of royalties during the continuance of such injunction.

7. It is further agreed that in case an injunction is issued, as aforesaid, and the United Company are prevented from building and selling the said Perforating Machines, that Booth Brothers may have the right to purchase from the United Company the tools, patterns and drawings for the sum of twenty-four hundred dollars (\$2,400.00) and refunding to the United Company all royalties which have been paid and any additional cost which the United Company may have incurred for obtaining patent or patents in the United States covering the present construction of the said machines, and the United Company also agree upon the said payments by Booth Brothers of said sums to transfer back to Booth Brothers the Treen Patent above referred to and also any patent or patents taken out in the United States by the United Company covering the present construction of the machine; it being understood that said Booth Brothers' right of purchase shall not be operative, provided the United Company has exercised its option and purchase Booth Brothers' interest outright.

8. Booth Brothers further agree that they will not, or will either of them, engage in the manufacture or sale of any Perforating Machine or become interested in any manner whatever in such machine during the terms of the patents covering the machine herein described.

9. It is further agreed that the words "United Shoe Machinery Company" and "United Company" include the successors and assigns of the said Company; and the words "Booth Brothers" include the above personal and legal representatives of the said Booth Brothers and each of them.

In Witness Whereof the said parties hereto have duly executed this instrument in duplicate the day and year first above written.

IRVING E. BOOTH	[SEAL]
QUENTIN W. BOOTH	[SEAL]
UNITED SHOE MACHINERY COMPANY	[SEAL]
By Edward P. Hurd, Asst. Tres.	

PLAINTIFF'S EXHIBIT 115.

[Put in Evidence, page 566.]

This Indenture made this first day of October, A. D. 1904, by and between Leopold J. Courteau, of Brockton, Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having a place of business in Boston, Massachusetts, hereinafter called the "United Company", Witnesseth:

Whereas the said Courteau has devised a mechanism for holding the linings of shoes during the process of pasting the outer leather to the lining, which mechanism the said Courteau believes to embody certain features of novelty and invention;

And Whereas the said Courteau desires to assign such invention, if any, to the said United Company and has requested the said United Company to accept and enter into the following agreement with the said Courteau;

Now, Therefore, be it Known That I, the said Leopold J. Courteau, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to me paid by the said United Company, the receipt of which I hereby acknowledge, have sold and do by these presents sell, assign, transfer and set over to the said United Company, its successors and assigns, the entire right, title and interest in, to and under any and all inventions

and improvements embodied in the mechanism heretofore devised by me for holding linings and any and all inventions, improvements or Letters Patent, or rights or interests therein which I have heretofore made or now have relating to machinery or devices for the same or any similar purposes.

The said Courteau hereby covenants with and warrants to the said United Company, its successors and assigns, that the inventions, interests and rights hereby conveyed, referred to in the preceding paragraph hereof are free from all prior grants; that he has good title to and right to assign the same as aforesaid; and that no licenses to make, use or vend mechanisms embodying said inventions have heretofore been granted by him, but that the same are free from all incumbrances of every nature.

It is understood and agreed that the said United Company shall as soon as convenient after the execution of these presents make an investigation of said mechanism devised by the said Courteau with a view to determining the patentability of the same and also whether or not it is practicable to build said mechanisms and put the same on the market and that the said Courteau will without further compensation than that herein provided for upon request of the said United Company give all advice and assistance in his power which may be necessary or desired for such purposes.

In case in the opinion of the patent solicitors of the United Company Letters Patent of the United States can be obtained giving any substantial protection covering invention of the said Courteau embodied in said mechanism the United Company shall apply for and if possible obtain such Letters Patent of the United States.

The United Company hereby covenants and agrees to and with the said Courteau that in case Letters Patent of the United States, as aforesaid, shall be obtained by the United Company covering invention of the said Courteau embodied in said mechanism, the United Company will pay to the said Courteau in the nature of royalty an amount equal to ten per cent. (10%) of the net selling price received by the United Company for all devices made and sold by the said United Company or under its authority within the United

States of America embodying such invention of the said Courteau covered by said Letters Patent of the United States during the continuance in force as good and valid Letters Patent the said Letters Patent of the United States obtained as aforesaid — subject, however, to the right of the United Company, as hereinafter provided, to terminate all further obligations to make payments hereunder to the said Courteau by payment to the said Courteau of the sum of one thousand dollars (\$1000.00).

The United Company further covenants and agrees to and with the said Courteau that in case any Letters Patent of countries other than the United States shall be obtained by or under the authority of the said United Company covering invention of the said Courteau embodied in the mechanism hereinbefore referred to the United Company will pay or cause to be paid to the said Courteau in the nature of royalty an amount equal to ten per cent. (10%) of the net selling price received by the said United Company or by such company as the United Company may authorize to manufacture and sell such mechanism from the sale of mechanisms embodying said invention covered by such Letters Patent existing and protecting such invention in the country of manufacture and sale — subject, however, to the right to the United Company, as herein provided, to terminate all further obligations to make or cause to be made any further payments to the said Courteau. The United Company assumes no obligations to apply for such foreign Letters Patent, but will for itself determine the advisability of so doing.

In the event of any mechanisms being made and sold in respect to which the said Courteau is entitled to royalties hereunder the United Company shall render to the said Courteau an account showing the number of such devices in respect to which royalties are so due; such accounts to be rendered semi-annually on or before the fifteenth day of February and August covering all mechanisms in respect to which such royalty is payable sold during the six (6) calendar months ending with the last day of December or June next preceding each such accounting. Each such accounting shall be accompanied by payment of the amount due as royalty in respect to the mechanisms covered thereby.

In case any mechanisms embodying said invention of the said Courteau shall be sold as aforesaid the United Company shall be at liberty at all times without restriction or control by the said Courteau to fix the selling price of the same. It is provided, however, and the United Company hereby agrees that if at any time prior to the expiration, as hereinafter provided, of the obligation of the United Company to render accounts and pay royalty hereunder, the said Courteau shall request the United Company to supply to the M. A. Packard Company, a corporation now doing business in Brockton, Massachusetts, mechanisms embodying said invention of the said Courteau and the United Company is then manufacturing and putting out such mechanisms the United Company will furnish to the said M. A. Packard Company, under lease without royalty, and at a price equal to the cost of manufacture of the same to the United Company, sufficient of said mechanisms for the reasonable requirements of the said M. A. Packard Company for use in its own factory in the manufacture of boots and shoes made by said company. This provision for the sale of mechanisms to the M. A. Packard Company is to be strictly limited as herein set forth, and all further obligations of the United Company to furnish such mechanisms shall forthwith cease and determine in case at any time any attempt shall be made to transfer any such mechanisms so furnished to the M. A. Packard or if any such mechanisms shall be delivered by the said M. A. Packard Company or permitted to pass into the possession of any other person, firm or corporation. No royalty shall be paid to the said Courteau in respect to mechanisms furnished to the said M. A. Packard Company under the provisions of this paragraph.

In case at any time the United Company shall so desire it is hereby provided and agreed that the United Company may, by paying to the said Courteau the sum of one thousand dollars (\$1000.00), terminate all further obligation hereunder to pay or cause to be paid to the said Courteau further royalties under the provisions hereof. Such payment, however, shall not in anywise affect the obligations of the said Courteau to sign all papers and perform all acts herein made incumbent upon him.

The said Courteau hereby sells, assigns, transfers and sets over to the said United Company, its successors or assigns, any and all inventions, improvements and Letters Patent of the United States and of any and all foreign countries, and any and all rights, title or interest in such inventions, improvements or Letters Patent which he may at any time hereafter within fifteen (15) years from the date of these presents make, own or possess, or have any right by agreement or otherwise to acquire or take over which may be an improvement upon the mechanism hereinbefore referred to devised by him, or is intended for similar purposes, or which in anywise relates to mechanisms or devices for handling or holding linings.

The said Courteau hereby covenants and agrees to and with the said United Company, its successors or assigns, that he will at any and all times hereafter make all disclosures, render all assistance, execute and cause to be executed any and all applications for Letters Patent, assignments and other instruments and will perform and cause to be performed any and all acts which may be necessary or desired by the said United Company, its successors or assigns, to fully and completely vest and confirm in the said United Company, its successors or assigns, the full and complete right, title and interest in, to and under any and all inventions, improvements, Letters Patent, interests and rights included within the foregoing terms of this instrument, and to enable the said United Company, its successors or assigns, to obtain in the name of the said United Company, or of the said Courteau, or otherwise as the said United Company may desire, Letters Patent of the United States and of any and all foreign countries where the United Company may desire to obtain Letters Patent covering in such form as the United Company may desire any or all of the inventions and improvements included herein with claims in such form as the United Company may desire, and to enable the United Company, its successors or assigns, to secure, possess, enjoy and enforce the full benefit and advantages of all said inventions, improvements, Letters Patent, interests and rights — all without further consideration than herein provided for, but the expense of applying for and obtaining Letters Patent as afore-

said, preparation of assignments and other instruments to be borne by the said United Company, its successors or assigns.

In Witness Whereof the parties hereto have duly executed this instrument in duplicate the day and year first above written.

LEOPOLD J. COURTEAU [SEAL]

UNITED SHOE MACHINERY CO. [SEAL]

By Edwd. P. Hurd, Asst. Treas.

Witness to the signature of L. J. Courteau

John S. Kent.

Commonwealth of Massachusetts.

Plymouth, ss.

Brockton, Oct. 14, 1904.

Then personally appeared Leopold J. Courteau, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. Before me,

Jas. E. Handrahan,

Notary Public.

[SEAL]

PLAINTIFF'S EXHIBIT 116.

[Put in Evidence, page 567.]

Know all Men by these Presents :

Whereas we, Oscar A. Campbell and Samuel H. Nichols, both of Brockton, in the Commonwealth of Massachusetts, copartners in business under the name and style of Brockton Supply Company are the owners of the following Letters Patent of the United States, to wit :

No. 777,795, granted December 20, 1904, to Harry Lyon, assignor to us, Oscar A. Campbell and Samuel H. Nichols, co-partners as Brockton Supply Company, for Machine for Pulling Lasting Tacks :

No. 795,631, granted July 25, 1905, to Harry Lyon, assignor to us, Oscar A. Campbell and Samuel H. Nichols, co-partners as Brockton Supply Company, for Machine for Pulling Lasting Tacks :

and of the following application for Letters Patent of the United States, to wit :—

Serial No. 263,233, filed by Harry Lyon June 1, 1905, for Improvements in Tacking Mechanisms, and

Whereas United Shoe Machinery Company, of Paterson, in the State of New Jersey, a corporation duly organized under the laws of said State of New Jersey and having a place of business at 205 Lincoln Street, Boston, in said Commonwealth of Massachusetts, hereinafter called the United Company, is desirous of acquiring the entire right, title and interest in, to and under the said Letters Patent and the said application, together with any and all inventions therein shown or described and any and all Letters Patent of the United States or of foreign countries which have been or which may be granted for said inventions, or any of them, and together with any and all reissues, renewals, or extensions of said Letters Patent, or any of them, which may be granted,

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to each of us paid by the United Company, the receipt whereof is hereby acknowledged, we, the said Campbell and the said Nichols, do hereby jointly and severally, sell, assign, transfer and set over unto the United Company the entire right, title and interest in, to and under the said Letters Patent No. 777,795 and No. 795,631, and the said application Serial No. 263,233, together with any and all inventions therein shown or described and any and all Letters Patent of the United States or of foreign countries which have been or which may be granted for said inventions, or any of them, and together with any and all reissues, renewals, or extensions of said Letters Patent, or any of them which may be granted.

To Have, to Hold and to Enjoy the said inventions, the said application, and all the said Letters Patent, reissues, renewals and extensions to the United Company, its successors and assigns, to its and their own use and behoof forever.

And we do hereby authorize and request the Commissioner of Patents of the United States to issue any United States Letters Patent which may be granted on the said application Serial No. 263,233, or for the invention or inventions therein shown or described or on any divisional or renewal applications for any of

said inventions to said United Shoe Machinery Company, its successors and assigns, as assignee of the entire right, title and interest therein and thereto.

And for the same consideration, we the said Campbell and the said Nichols, do hereby, jointly and severally, sell, assign, transfer and set over unto the United Company, its successors and assigns, all claims and demands both at law and in equity which we, or either of us, have or may hereafter acquire on account of any infringement of said Letters Patent No. 777,795, and No. 795,631, or either of them, prior to the date hereof and we do hereby, jointly and severally, authorize and empower the United Company, its successors and assigns, to sue for and collect the same using our names if need be, to its and their own absolute use.

And for the same consideration, we, the said Campbell and the said Nichols, for ourselves and for our legal representatives, do hereby, jointly and severally, covenant and agree with the United Company, its successors and assigns, that we, have granted no license to make, use or sell any of the inventions described in said Letters Patent No. 777,795 or No. 795,631 or in said application Serial No. 263,233, that our right, title and interest therein has not been encumbered, that we have good right and title to sell and assign the same as aforesaid, and that we will not execute any instrument in conflict herewith.

And we, for ourselves and for our legal representatives, do hereby, jointly and severally, further covenant and agree with the United Company, its successors and assigns, that upon request we will and our legal representatives shall execute, divisional, renewal or reissue applications, amended specifications or rightful oaths; communicate to the United Company, its successors and assigns, any facts known to us relating to any of the inventions described in said Letters Patent No. 777,795 and No. 795,631 and in said application Serial No. 263,233, or to the history of said inventions; execute preliminary statements and testify in any interference proceedings; execute and deliver any application papers, assignments, or other instruments and do all other acts which in the opinion of counsel for the United Company may be necessary or convenient

to carry out the terms and extent of this instrument and to secure the grant of Letters Patent to the United Company in the United States and in all other countries where the United Company may desire to patent said inventions, or any of them, with specifications and claims in such form as shall be approved by counsel for the United Company, and to vest and confirm in the United Company, its successors and assigns, the full and complete legal and equitable title to all such Letters Patent, without further consideration than now paid but at the expense of the United Company, its successors and assigns.

In Witness Whereof we, the said Oscar A. Campbell and the said Samuel H. Nichols have hereunto set our respective hands and seals this first day of November, 1905.

OSCAR A. CAMPBELL [SEAL]

SAMUEL H. NICHOLS [SEAL]

Commonwealth of Massachusetts.

County of Suffolk, ss.

November 1, 1905.

Then personally appeared the above named Oscar A. Campbell and Samuel H. Nichols, to me personally known, and known by me to be the persons described in and who executed the foregoing instrument and severally acknowledged the same to be their free act and deed, before me,

Nelson W. Howard,

[SEAL]

Notary Public.

PLAINTIFF'S EXHIBIT 117.

[Put in Evidence, page 568.]

Agreement made this thirty first day of January 1906 by and between The Smith Lacing Machine Company as vendor, hereinafter called the Smith Company, and the United Shoe Machinery Company as purchaser, hereinafter called the United Company.

Whereas the Smith Company is a corporation duly organized and existing under the laws of the State of Maine, with its principal office in Kittery, in the State of Maine, and is and has been engaged in Boston in the Commonwealth of Massachusetts in the

manufacture of machines for lacing boot and shoe uppers herein-after referred to as Smith lacing machines, and

Whereas the United Company is a corporation duly organized and existing under the laws of the State of New Jersey, with its principal office in Paterson in said State of New Jersey, and has an office in said Boston, and

Whereas the Smith Company has agreed to sell all its property and assets except its franchise, its cash on hand and such bills and accounts receivable as it has to the United Company on the following terms:—

Now the Parties Hereto Agree as Follows:—

1. The Smith Company agrees to sell to the United Company and the United Company agrees to purchase all the property and assets of the Smith Company of every name and nature, except its franchise, its cash on hand and such bills and accounts receivable as it had on the sixth day of January 1906.

The property sold includes:—

(a) Letters Patent and applications for letters patent described in the schedule of Patents and Applications for Letters Patent forming a part hereof, and all title, interest and rights in to or under, and all licenses under, letters patent, and in and to any and all inventions and improvements, and any and all applications for letters patent, and all claims and demands under agreement or otherwise for the use of inventions or for infringement of Letters Patent.

(b) Lacing machines, known as "Smith Lacing Machines" including fifty of said lacing machines in process of construction by the Metallic Heel and Counter Company at its factory, Number 100 Purchase Street, in said Boston, and drawings, patterns, jigs, special tools and appliances for the manufacture of the same or designed for use in connection with the same.

(c) The good will of the Smith Company and of its business

(d) The exclusive right to all inventions and improvements in lacing or tying machines, devices or methods for use in lacing or tying or temporarily fastening boot or shoe uppers which have been or shall hereafter be invented by Willard A. Smith of Ports-

mouth in the State of New Hampshire, now the Secretary of the said Smith Company, and the exclusive right to all letters patent of any and every country which shall or may be obtained for said inventions or improvements or either or any of them.

2. The United Company agrees to pay to the Smith Company in consideration of the covenants and agreements of the Smith Company herein contained, the sum of One Hundred and Seventeen Thousand, Five Hundred Dollars (\$117,500.) of which sum Fifty Thousand Dollars (\$50,000.) shall be paid in cash simultaneously with the execution of this agreement, and the balance thereof, namely Sixty-seven Thousand and Five Hundred Dollars (\$67,500.) (hereinafter referred to as the deferred payment) shall be paid as follows:—

On the fifteenth day of January and on the fifteenth day of July in each year until the said deferred payment shall have been paid in full, the United Company shall pay to the Smith Company in respect to each lacing machine sold or leased by the United Company during the six calendar months ending January 1st and July 1st next preceding, the sum of Seventy-five Dollars (\$75.00) except that if the United Company shall lease or cause to be leased any lacing machines in countries foreign to the United States of America at a royalty to be paid for the use of the same of one half cent or less per dozen pairs of boot or shoe uppers laced by the aid of such machines, then the amount to be paid to the Smith Company by the United Company in respect to each lacing machine so leased in a foreign country shall be fifty dollars (\$50.00). Nothing herein shall be construed to require the United Company to make any payment in respect to lacing machines which the United Company shall put out for a limited period on trial, or shall substitute for leased machines destroyed by fire or other casualty, or shall exchange for Smith Lacing Machines sold or leased by it.

3. The United Company agrees to keep full and accurate books of account which shall show the number of all lacing machines which shall be made by or for it in the United States of America or elsewhere, and the names of all those to whom such machines shall have been sold or leased, and the price or the amount of the

lease premium received therefor; and agrees to allow the Treasurer of said Smith Company or its attorneys to inspect such books at all reasonable times to verify the accuracy of such accounts; and that it will in the months of January and July of each year make full and true returns to the Smith Company of all Lacing machines sold or leased by it during the next preceding six months.

4. The United Company agrees that it will not charge more than Three Hundred Dollars (\$300.) for each Smith Lacing Machine when leased or caused to be leased by it without royalty in the United States and that it will not charge a royalty in excess of One Cent per dozen pairs of boot or shoe uppers laced by the aid of any Smith lacing machine, when the machines are leased without an initial premium charge, but if the United Company shall lease Smith lacing machines for a royalty of one cent or less per dozen pairs of boot or shoe uppers laced by the aid of such machines, it may charge an initial fee to the lessee.

5. The Smith Company agrees that the United Company may complete the fifty Smith Lacing Machines now in process of construction in the factory of the Metallic Heel and Counter Company, and the United Company undertakes to promptly complete the same under the supervision of Messrs. George E. Warren and Willard A. Smith, The Smith Company agrees to pay to the United Company a sum equal to the cost to the United Company of completing said machines, the labor employed thereon to be charged at fifty-five (55) cents per hour.

6. The United Company agrees that it will use its best effort to promote the sale or lease of Smith lacing machines of the type recently completed by the Smith Company, and agrees that if it manufactures sells or leases any other lacing machines than machines of the type of the Smith lacing machine, until the deferred payment above mentioned shall have been paid in full, it will pay to the Smith Company in respect to such substituted lacing machines the amounts above provided to be paid in respect to the Smith Lacing Machines.

7. The Smith Company agrees upon receipt of the cash payment hereinbefore provided to be made to it to forthwith pay all of its

debts including the cost of completing said fifty Smith Lacing Machines, and when all of its debts shall have been paid, to distribute ratably among its shareholders the balance of cash remaining after the payment of its debts, and any and all other cash or bills or accounts receivable or the proceeds thereof which it shall have, and agrees that from time to time hereafter when and as it shall receive from the United Company payments under this agreement to distribute the same ratably among its shareholders, and when the deferred payment herein agreed to be paid by the United Company shall have been paid in full to require its shareholders to surrender their respective certificates of stock to its Treasurer endorsed in blank and to deliver to the United Company all such certificates so endorsed in blank to the United Company, and all its books of account, stock books and corporate papers.

8. The Smith Company agrees from time to time hereafter and whenever so requested to do by the United Company to execute and deliver such bills of sale, assignments, powers of attorney, or other written instruments and to do or cause to be done such acts as in the opinion of the counsel of the United Company shall be necessary or proper to secure to and to confirm in the United Company and its successors and assigns all the property hereby conveyed, and the exclusive legal title to all letters patent, licenses and interests in said letters patent or inventions hereby sold and conveyed and the benefit of all contracts which the Smith Company has.

9. The Smith Company hereby covenants with the United Company its successors and assigns that it has the lawful right to sell and transfer the property hereby agreed to be sold and conveyed and agrees to convey the same free from all prior grants, mortgages, licenses or other encumbrances whatever.

10. The Smith Company agrees to turn over its business as of the close of business on January 6th, 1906, and agrees that all the profits or income of its business, if any, arising from business transacted since that date shall inure and be paid to the United Company. The United Company agrees to pay all the expenses of carrying on the business incurred since the sixth day of Janu-

ary, 1906, except the cost of completing said fifty Smith Lacing Machines provided in Paragraph 5 hereof to be paid by the Smith Company. The Smith Company covenants and agrees hereafter to transact no further or other business than to liquidate as provided in Paragraph 7 hereof, and agrees to forthwith notify the Commissioner of Corporations of Massachusetts that it has ceased to transact business, and to apply to the Attorney General of the State of Maine to be excused from filing returns with the Secretary of the State of Maine.

SCHEDULE OF PATENTS AND APPLICATIONS FOR LETTERS PATENT.

Patents of United States of America.

No. 740,938, granted October 6, 1903, to Willard A. Smith, for an improvement in Means for Securing Shoe Uppers Preparatory to Lasting.

No. 767,844, granted August 16, 1904, to Smith Lacing Machine Company as assignor of Willard A. Smith, for an improvement in Friction Clutches.

No. 779,008 granted January 3rd, 1905 to Smith Lacing Machine Company as assignor of Willard A. Smith for an improvement in Machines for Automatically Lacing Shoe Uppers.

No. 795,073 granted July 18th 1905 to Willard A. Smith for an Improvement in Means for Temporarily Lacing Shoe Uppers.

Applications for Letters Patent of the United States.

Serial No. 245,704 filed February 15, 1905 by Willard A. Smith for an improvement in needles for shoe lacing machines.

Serial No. 259,839 filed May 10, 1905 by Willard A. Smith for the reissue of Letters Patent No. 779,008.

Serial No. 296,385 filed January 16, 1906 by Willard A. Smith for an improvement in fastening machines.

Letters Patent of Great Britain.

No. 16,520, dated July 26, 1904 granted to Willard Allan Smith of 10 Wibird Street, Portsmouth in the County of Rockingham and State of New Hampshire, U. S. A., Mechanical Engineer, for "An Improved Automatic Machine for lacing shoe uppers".

Letters Patent of France.

No. 345,797, to Monsieur Smith (Willard Allan) représenté par Mrs. Lavoix et Moses, 7, Rue de Chateaudun, a Paris, applied for the 12th day of August 1904, delivered on the 29th day of October 1904 for "Machine a lacer les empeignes."

Letters Patent of Germany.

No. 163,497, dated July 31, 1904, published October 24, 1905, to Willard Allan Smith in Portsmouth (New Hampshire, U. S. A.) for "Maschine zum Verschnüren der mit Schnürlöchern versehenen Oberlederteile von Schnurstiefeln vor dem Aufziehen auf den Leisten".

In Witness Whereof the Smith Company pursuant to a vote of its stockholders at a special meeting duly called and held at the office of the company in Kittery, Maine, has caused these premises to be signed in its behalf and its corporate seal to be hereto affixed by its Treasurer and the United Company has caused these presents to be signed in its behalf and its corporate seal to be hereto affixed by its President.

Executed in Duplicate.

[SEAL]

THE SMITH LACING MACHINE COMPANY

By Geo. E. Warren, Treasurer.

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Sidney W. Winslow, President.

PLAINTIFF'S EXHIBIT 118.

[Put in Evidence, page 568.]

Know all Men by these Presents:—

That the Smith Lacing Machine Company, a corporation duly organized and existing under the laws of the State of Maine, with its principal office in Kittery, in the State of Maine, and having an office and place of business in Boston in the Commonwealth of Massachusetts, in consideration of One Dollar and other valuable consideration to it paid by United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, with its principal office in Paterson in said State of

New Jersey, and having an office and place of business in said Boston, the receipt of which is hereby acknowledged, has sold, transferred and delivered, and by these presents does sell, transfer and deliver unto the said United Shoe Machinery Company, all the property and assets of it, the said The Smith Lacing Machine Company, (hereinafter called the Smith Company) of every name and nature except its franchise, its cash on hand and such bills and accounts receivable as it had on the 6th day of January 1906.

The property sold includes:—

(a) Letters Patent and applications for letters patent described in the Schedule of Patents and Applications for Letters Patents forming a part hereof, and all title, interest and rights in, to or under, and all licenses under, letters patent, and in and to any and all inventions and improvements, and any and all applications for letters patent, and all claims and demands under agreement or otherwise for the use of inventions or for infringement of letters patent.

(b) Lacing machines, known as "Smith Lacing Machines" including fifty of said lacing machines in process of construction by the Metallic Heel & Counter Company at its factory, Number 100 Purchase Street, in said Boston, and drawings, patterns, jigs, special tools and appliances for the manufacture of the same or designed for use in connection with the same.

(c) The good will of the Smith Company and of its business

(d) The exclusive right to all inventions and improvements in lacing or tying machines, devices or methods for use in connection lacing or tying or temporarily fastening with boot or shoe uppers which have been or sha'll hereafter be invented by Willard A. Smith of Exeter in the State of New Hampshire, now Secretary of the said Smith Company, and the exclusive right to all letters patent of any and every country which shall or may be obtained for said inventions or improvements or either or any of them.

G. E. W.

To Have and to Hold all and singular the property and assets hereby sold to the said United Shoe Machinery Company and its successors and assigns forever.

And the vendor hereby covenants with the vendee that it is the

lawful owner of the said property and assets, and has a good right to sell and dispose of the same as aforesaid, and that the same are free from all incumbrances, and that it will warrant and defend the same against the lawful claims and demands of all persons.

In Witness Whereof The Smith Lacing Machine Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by George E. Warren its Treasurer this thirty first day of January 1906.

THE SMITH LACING MACHINE COMPANY

[SEAL]

By Geo E. Warren Treasurer

SCHEDULE OF PATENTS AND APPLICATIONS FOR LETTERS PATENT.
Patents of United States of America.

No. 740,938, granted October 6, 1903 to Willard A. Smith, for an improvement in Means for Securing Shoe Uppers Preparatory to Lasting.

No. 767,844, granted August 16th, 1904, to Smith Lacing Machine Company as assignor of Willard A. Smith, for an improvement in Friction Clutches.

No. 779,008 granted January 3rd, 1905, to Smith Lacing Machine Company as Assignor of Willard A. Smith for an improvement in Machines for Automatically Lacing Shoe Uppers.

No. 795,073 granted July 18th 1905 to Willard A. Smith for an improvement in Means for Temporarily Lacing Shoe Uppers.

Applications for Letters Patent of the United States.

Serial No. 245,704 filed February 15, 1905 by Willard A. Smith for an improvement in needles for shoe lacing machines.

Serial No. 259,839 filed May 10, 1905 by Willard A. Smith for the reissue of Letters Patent No. 779,008.

Serial No. 296,385, filed January 16, 1906, by Willard A. Smith for an improvement in fastening machines.

Letters Patent of Great Britain.

No. 16,520, dated July 26, 1904 granted to Willard Allan Smith of 10 Wibird Street, Portsmouth, in the County of Rockingham

and State of New Hampshire, U. S. A., Mechanical Engineer, for "An Improved Automatic Machine for lacing shoe uppers."

Letters Patent of France.

No. 345,797, to Monsieur Smith (Willard Allan) represente par Mrs. Lavoix et Moses, 7, Rue de Chateaundun, a Paris, applied for the 12th day of August 1904, delivered on the 29th day of October 1904 for "Machine a lacer les empeignes."

Letters Patent of Germany.

No. 163,497, dated July 31, 1904, published October 24, 1905, to Willard Allan Smith in Portsmouth (New Hampshire, U. S. A.) for "Maschine zum Verschnuren der mit Schnurlochern versehenen Oberlederteile von Schnurstiefeln vor dem Aufziehen auf den Leisten."

PLAINTIFF'S EXHIBIT 119.

[Put in Evidence, page 569.]

Agreement made this thirty-first day of January, 1906, by and between the Metallic Heel and Counter Company as vendor, hereinafter called the Metallic Company, and the United Shoe Machinery Company as purchaser, hereinafter called the United Company.

Whereas the Metallic Company is a corporation duly organized and existing under the laws of the State of Maine, with its principal office in Kittery, in the State of Maine, and is and has been engaged in Boston in the Commonwealth of Massachusetts in the manufacture of metallic heels and counters and machines of various kinds; and

Whereas the United Company is a corporation duly organized and existing under the laws of the State of New Jersey, with its principal office in Paterson in said State of New Jersey, and has an office in said Boston, and in connection with its other business is about to engage in the manufacture of Smith Lacing Machines, so-called, for lacing or tying the uppers of boots and shoes, and in selling or leasing such Lacing machines.

Whereas the Metallic Company has agreed to sell all its property and assets hereinafter described and referred to, except its

franchise, its cash on hand and such bills and accounts receivable as it has, to the United Company on the following terms:—

Now the parties hereto agree as follows:—

1. The Metallic Company agrees to sell to the United Company and the United Company agrees to purchase all the property and assets of the Metallic Company of every name and nature, except its franchise, its cash on hand, such bills and accounts receivable as it had on the sixth day of January, 1906, and all its gasoline engines, whether completed or in the process of construction, and parts of such engines.

The property hereby agreed to be sold includes:—

(a) The Letters Patent and applications for Letters Patent described in the Schedule of Patents and applications for Letters Patent forming a part hereof.

(b) All title, interest and rights in, to or under, and all licenses under letters patent, and in and to any and all inventions and improvements and any and all applications for letters patent, and all claims and demands under agreement or otherwise for the use of inventions or for infringement of letters patent.

(c) Machines, machinery, tools, special tools and appliances, drawings, patterns, jigs, duplicate parts, fixtures and furniture situated in the factory of the Metallic Company in Boston.

(d) Stock on hand, manufactured or in process of manufacture, merchandise and supplies, consisting in the main of the articles specified in the "Memorandum of finished and raw material on hand January 6, 1906," forming a part hereof.

(e) All interest or lien which the Metallic Company has upon fifty Smith Lacing Machines, so called, in process of manufacture for the Smith Lacing Machine Company.

(f) The good will of the Metallic Company and of its business, and all property, interests and rights of every name and nature wherever situate owned by the Metallic Company, or to which it is in any way entitled, except the property, interests and rights hereinbefore expressly reserved to the Metallic Company.

2. The United Company agree to pay to the Metallic Company in consideration of the covenants and agreements of the Metallic

Company herein contained the sum of One Hundred Nineteen Thousand Eight Hundred and Twenty and twenty-four one hundredths Dollars (\$119,820.24) of which sum Fifty-two Thousand Three Hundred and Twenty and Twenty-four one hundredths Dollars (\$52,320.24) shall be paid in cash simultaneously with the execution of this agreement, and the balance thereof, namely Sixty-seven Thousand Five hundred Dollars (\$67,500.) (hereinafter referred to as the deferred payment) shall be paid as follows: —

On the fifteenth day of January and on the fifteenth day of July in each year until the said deferred payment shall have been paid in full, the United Company shall pay to the Metallic Company in respect to each lacing machine sold or leased by the United Company during the six calendar months ending January 1st and July 1st next preceding, the sum of seventy-five Dollars (\$75) except that if the United Company shall lease or cause to be leased any lacing machines in countries foreign to the United States of America at a royalty to be paid for the use of the same of one-half cent or less per dozen pairs of boot or shoe uppers laced by the aid of such machines, then the amount to be paid to the Metallic Company by the United Company in respect to each lacing machine so leased in a foreign country shall be fifty dollars (\$50.00).

Nothing herein shall be construed to require the United Company to make any payment in respect to lacing machines which the United Company shall put out for a limited period on trial, or shall substitute for leased machines destroyed by fire or other casualty, or shall exchange for Smith Lacing Machines sold or leased by it.

3. The United Company agrees to keep full and accurate books of account which shall show the number of all lacing machines which shall be made by or for it in the United States of America or elsewhere, and the names of all those to whom such machines shall have been sold or leased, and the price or the amount of the lease premium received therefor; and agrees to allow the Treasurer of the Metallic Company or its attorney to inspect such books at all reasonable times to verify the accuracy of such accounts; and that it will in the months of January and July of each year make full and true returns to the Metallic Company of all lacing machines sold or leased by it during the next preceding six months.

4. The United Company agrees that it will not charge more than Three Hundred Dollars (\$300.) for each Smith Lacing Machine when leased or caused to be leased by it without royalty, in the United States, and that it will not charge a royalty in excess of One cent per dozen pairs of boot or shoe uppers laced by the aid of any Smith Lacing Machine, when the machines are leased without an initial premium charge, but if the United Company shall lease Smith Lacing Machines for a royalty of one cent or less per dozen pairs of boot or shoe uppers laced by the aid of such machines, it may charge an initial fee to the lessee.

5. The United Company agrees that it will use its best efforts to promote the sale or lease of Smith lacing machines of the type recently completed by the Metallic Company for the Smith Lacing Machine Company, and agrees that if it manufactures sells or leases any other lacing machines than machines of the type of the Smith lacing machine, until the deferred payment above mentioned shall have been paid in full, it will pay to the Metallic Company in respect to such substituted lacing machines the amounts above provided to be paid in respect to the Smith lacing machines.

6. The United Company agrees to perform all uncompleted contracts which the Metallic Company is bound to perform, and the Metallic Company agrees to pay to the United Company the cost and expense of so doing, the labor employed to be charged at 55 cents per hour. All the profits realized from such contracts above the amounts so to be charged by the United Company are to be retained by the Metallic Company, except in the case of the contract with the Library Bureau, the profits arising from which shall inure to the United Company, and the losses, if any, shall be paid by the Metallic Company.

7. The Metallic Company agrees upon receipt of the cash payment hereinbefore provided to be made to it to forthwith pay all of its debts and when all of its debts shall have been paid, including such sums as shall be necessary to enable it to make any payments required to be made by it under the provisions of paragraph 6 hereof to distribute ratably among its shareholders the balance of cash remaining after the payment of its debts, and any and all other

cash or bills or accounts receivable or the proceeds thereof which it shall have, and agrees that from time to time hereafter when and as it shall receive from the United Company payments under this agreement to distribute the same ratably among its shareholders, and when the deferred payment herein agreed to be paid by the United Company shall have been paid in full, to require its shareholders to surrender their respective certificates of stock to its Treasurer endorsed in blank and to deliver to the United Company all such certificates so endorsed in blank to the United Company, and all its books of account, stock books and corporate papers.

8. The Metallic Company agrees from time to time hereafter and whenever so requested to do by the United Company to execute and deliver such bills of sale, assignments, powers of attorney, or other written instruments and to do or cause to be done such acts as in the opinion of the counsel of the United Company shall be necessary or proper to secure to and to confirm in the United Company and its successors and assigns all the property hereby conveyed, and the exclusive legal title to all letters patent, licenses and interests in said letters patent or inventions hereby sold and conveyed and the benefit of all contracts which the Metallic Company has.

9. The Metallic Company hereby covenants with the United Company, its successors and assigns, that it has the lawful right to sell and transfer the property hereby agreed to be sold and conveyed, and agrees to convey the same free from all prior grants, mortgages, licenses or other encumbrances whatever.

10. The Metallic Company agrees to turn over its business as of the close of business of January 6th, 1906, and agrees that all the profits or income of its business, if any, arising from business transacted since that date, except as otherwise provided in Paragraph 6 hereof, shall inure and be paid to the United Company. The United Company agrees to pay all the expenses of carrying on the business incurred since the 6th day of January, 1906, except as otherwise provided in Paragraph 6 hereof. The Metallic Company covenants and agrees hereafter to transact no further or other business than to liquidate as provided in Paragraph 7 hereof, and

agrees to forthwith notify the Commissioner of Corporations of Massachusetts that it has ceased to transact business, and to apply to the Attorney General of the State of Maine to be excused from filing returns with the Secretary of State of Maine.

SCHEDULE OF PATENTS AND APPLICATIONS FOR LETTERS PATENT.

Patents of United States of America.

No. 419,499, dated January 14, 1890, granted to Goswin Castle for improvements in heels.

No. 706,551, dated August 12, 1902, granted to Metallic Heel and Counter Company as assignee of William Gordon and George E. Warren, for improvement in boots and shoes.

No. 640,900, dated January 9, 1900, granted to William Gordon for improvement in boots or shoes.

No. 706,515, dated August 12, 1902, granted to Metallic Heel and Counter Company upon the application of George E. Warren for improvement in machines for making pieced soles.

No. 638,879, granted December 12, 1899, to Metallic Heel and Counter Company, Assignee of David H. Packard for improvement in shoe heel and counter protectors.

Applications for Letters Patent of the United States.

Serial No. 135,029, filed December 13, 1902 by George E. Warren for an improvement in heel making machines.

Serial No. 146,437, filed March 6, 1903 by George E. Warren for an improvement in counter stiffeners for boots and shoes.

Serial No. 174,890, filed September 28, 1903 by William Gordon for an improvement in boots and shoes.

Letters Patent of Great Britain.

No. 21,694 of October 29, 1901, granted to Wallace Fairweather, C. E., 62 Saint Vincent Street, in the City of Glasgow Chartered Patent Agent, for machine for making pieced soles for boots and shoes. A communication from Metallic Heel and Counter Company, a corporation having its principal place of business at 19 Columbia Street, in the City of Boston, State of Massachusetts, U. S. A.

MEMORANDUM OF FINISHED AND RAW MATERIAL ON HAND JAN. 6,
1906.

28,076 pr. Heels and wood fillings (finished)	.05	1403.80
457 pounds of nails	" .05	22.85
11 M Rivets	.45	4.95
65 gals. enamel	.60	39.00
1 Brl. Soda		2.80
45,600 Rough woods	2.50	114.00
11,275 lbs. Bottom stock	2.50	281.87
12,643 lbs. Counter Stock	3.30	417.22
1,350 lbs. Nail wire	2.50	33.75
		<hr/> \$2320.24

In Witness Whereof, the Metallic Company pursuant to a vote of its stockholders at a special meeting duly called and held at the office of the Company in Kittery, Maine, has caused these presents to be signed in its behalf and its corporate seal to be hereto affixed by its Treasurer and the United Company has caused these presents to be signed in its behalf and its corporate seal to be affixed by its President.

[SEAL]

METALLIC HEEL AND COUNTER COMPANY
by Geo. E. Warren, Treasurer

[SEAL]

UNITED SHOE MACHINERY COMPANY
by Sidney W. Winslow, President

In consideration of the purchase by United Shoe Machinery Company of the property and assets of the Metallic Heel and Counter Company referred to in the foregoing agreement, and in consideration of One Dollar to us paid by said United Shoe Machinery Company, we, George E. Warren of Boston, and John B. Hadaway of Brockton, in the Commonwealth of Massachusetts, hereby jointly and severally covenant and agree with said United Shoe Machinery Company that if it shall sustain a loss in the performance of the contract made by said Metallic Heel and Counter Company with the Library Bureau referred to in paragraph 6 of the foregoing agreement, they will pay on demand to said United

Shoe Machinery Company a sum equal to the amount of that loss, unless a sum equal to the amount of said loss shall have been paid by the Metallic Heel and Counter Company.

In Witness Whereof we hereunto set our hands and seals, this ninth day of February 1906.

GEO. E. WARREN [SEAL]

JOHN B. HADAWAY [SEAL]

PLAINTIFF'S EXHIBIT 120.

[Put in Evidence, page 570.]

This Indenture made at Boston, Massachusetts, this fourth day of September, A. D. 1906, by and between Zotique Beaudry, of Lynn, Massachusetts, and the United-Xpedite Finishing Company, a corporation organized and existing under the laws of the State of Maine (hereinafter called the "Finishing Company") Witnesseth:

That whereas the said Beaudry has heretofore made various inventions in machinery, methods, mechanisms, tools and devices for burnishing or finishing the heels of boots and shoes or useful in the performance of such work, and may hereafter make other such inventions (all of which subjects of invention shall be hereafter referred to as and shall be included in the phrase "heel finishing machinery, methods and devices" wherever hereinafter used), and has carried on certain business in machinery, mechanisms, tools and devices for burnishing or finishing heels and has established certain good-will therein:

And whereas the said Beaudry desires to sell to the said Finishing Company the present and future inventions made, owned or acquired by the said Beaudry in "heel finishing machinery, methods and devices" and said business in heel burnishing or finishing machinery, mechanisms, tools and devices, together with the good-will thereof, and the said Finishing Company desires to acquire the same and to secure the benefit of the covenants on the part of the said Beaudry hereinafter set forth:

Now, Therefore, be it Known that in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to the said Beaudry paid by the said Finishing Company, the

receipt of which the said Beaudry hereby acknowledges, the said Beaudry does hereby sell, assign, transfer and set over to the said Finishing Company, its successors and assigns, all inventions, improvements, Letters Patent of the United States and of any and all other countries, and applications for Letters Patent, and interests and rights in, to and under inventions, improvements, Letters Patent and applications for Letters Patent now had by the said Beaudry or which he has any right by agreement or otherwise to acquire or take over, or which at any time hereafter within a period of fifteen (15) years from the date hereof he may make, own, acquire or have any right by agreement or otherwise to acquire or take over in "heel finishing machinery, methods or devices."

And for the same consideration the said Beaudry does hereby sell, assign, transfer, set over and deliver to the said Finishing Company, its successors and assigns, said business in heel burnishing or finishing machinery, mechanisms, tools and devices, together with the good-will thereof, and all heel finishing machinery, mechanisms and devices, drawings, blue prints, models and other property, interests and rights now or hereafter had by the said Beaudry which consist of or relate to heel finishing machinery, tools, mechanisms, methods or devices.

To Have and to Hold all of the foregoing to the said Finishing Company, its successors and assigns, to its and their own use and behoof absolutely.

And this Instrument further Witnesseth that the said Beaudry in consideration of the covenant and agreements on the part of the Finishing Company hereinafter contained, and the said Finishing Company in consideration of the foregoing assignment and of the covenants and agreements on the part of the said Beaudry herein contained, do hereby covenant and agree, each with the other, as follows : —

One. The said Beaudry, without prejudice to the generality of the foregoing assignments, hereby covenants with and warrants to the said Finishing Company, its successors and assigns, that the inventions and applications for Letters Patent hereinbefore con-

veyed include the following applications for Letters Patent of the United States now pending in the United States Patent Office, viz:

Application of Zotique Beaudry Serial No. 191,247, filed January 30, 1904, for Inventions in Machines for Burnishing the Edges of the Heels and Soles of Boots and Shoes: — Renewed March 29, 1905, Serial No. 252,646;

Application of Zotique Beaudry Serial No. 196,813, filed March 5, 1904, for Inventions in Burnishing Tools for Boots and Shoes: — Renewed March 29, 1905, Serial No. 252,647;

Application of Zotique Beaudry Serial No. 304,880, filed March 8, 1906, for Improvement in Tools for Finishing the Heels of Boots and Shoes;

together with the inventions covered thereby; that he is the owner, free from any and all prior grants, licenses or other incumbrances, of the same and of all interests and rights therein, thereunder and thereto in the United States and in all other countries; that he has good right to sell, assign and transfer the same as aforesaid and will warrant and defend his title thereto against the lawful claims and demands of all persons claiming by, through or under him.

Two. The said Beaudry hereby covenants and agrees to and with the said Finishing Company that he will forthwith fully and completely disclose to the said Finishing Company, its officers and patent solicitors, all inventions and improvements in and all Letters Patent and applications for Letters Patent of the United States and of any and all other countries for inventions in "heel finishing machinery, methods and devices", and all property, interests and rights included within the foregoing assignments now had by him or which he has any right by agreement or otherwise to acquire or take over; and that hereafter at any and all times upon making, owning or acquiring or obtaining any right by agreement or otherwise to acquire or take over any invention, improvement, Letters Patent or application for Letters Patent, property, interests or right included within the terms of the assignment hereinbefore contained, he will promptly disclose the same to the said Finishing Company, its officers and patent solicitors; will repeat all such disclosures when and as often as requested; and at any and all times

hereafter will execute and cause to be executed any and all applications, assignments and other instruments, and will perform and cause to be performed any and all acts necessary or desired by the Finishing Company to enable the Finishing Company to obtain Letters Patent of the United States and of such other countries as the said Finishing Company may desire, covering in such form as shall be approved by the attorneys for the Finishing Company the inventions and improvements or any of them included within the terms of the foregoing assignment, and to fully and completely vest and confirm in the said Finishing Company or its nominees, its or their successors and assigns, such Letters Patent and all inventions, improvements, Letters Patent, property, interests and rights included within the terms of the assignments in this instrument contained, and to enable the said Finishing Company to secure and enjoy the full benefits and advantages thereof — all without further consideration than that hereinafter provided for but the expense of obtaining such Letters Patent to be borne by the said Finishing Company.

Three. The said Beaudry hereby covenants and agrees to and with the said Finishing Company, its successors and assigns, that he will not at any time within the period of fifteen (15) years from the date of these presents (without the consent in writing of the said Finishing Company) directly or indirectly, individually or in combination with others, as officer or stockholder of a corporation, as manager, partner, agent or otherwise be engaged or interested in or financially or otherwise assist any person, firm or corporation (other than the said Finishing Company, its successors or assigns) in making, developing or exploiting any invention or improvement in "heel finishing machinery, methods or devices", or in entering into, developing or carrying on any business which consists in whole or in part in manufacturing or in any wise dealing in machinery, mechanisms, tools or devices for burnishing or finishing heels. It is recognized that in addition to the finishing or burnishing of the heels of footwear there is the operation of finishing or setting the edges of the soles, as distinguished from the heel, and that machines and tools can be made for finishing or setting

the edges of the soles which are not adapted or intended for doing the work of heel finishing or burnishing machines. Such machines and tools are hereinafter termed "edge setting machines" and "edge setting tools", and are the machines and tools referred to by said terms wherever hereinafter used. It is also recognized that it is sometimes possible for a shoe manufacturer to use "edge setting machines" and "edge setting tools" for "setting the edges" of "spring" heels and to a very limited extent of other low heels. In view thereof, and of the fact that the said Beaudry desires to be at liberty to carry on the business of manufacturing and dealing in such "edge setting machines" and "edge setting tools" it is understood and agreed that the machinery hereinbefore referred to and covered by the covenant of the said Beaudry in this Article Three hereof contained is machinery intended or adapted for use in finishing or burnishing heels and that the said Beaudry, his successors or assigns, remain at liberty to carry on the business of manufacturing and dealing in "edge setting machines" and "edge setting tools" as distinguished from machines intended or adapted for use in finishing or burnishing heels and shall not be barred from putting out such "edge setting machines" or "edge setting tools" by reason of the fact that such machines or tools are in some instances used by the purchaser thereof for "setting the edges" of spring heels or other low heels of a total height, including the top lift, not greater than four-eighths ($4/8$) of one (1) inch, measured from the heel-seat line to the outside of the top lift in place, but (excepting to the slight extent that the "edge setting machines" and "edge setting tools" put out as aforesaid by the said Beaudry may be capable of use upon spring heels or other low heels of a height not lower than four-eighths ($4/8$) of one (1) inch, as above defined) the said Beaudry shall not manufacture or deal in any machines or tools of any description intended or adapted (with or without modification) for use upon heels of any description or as combination machines or tools for doing work upon both soles and heels. Nothing herein contained shall be construed as any limitation upon the scope of the assignments hereinbefore contained of present or future inventions, or as any reservation on the part of the said

Beaudry or any grant to the said Beaudry of any right or interest in or any right to use any of the inventions herein conveyed or provided to be conveyed to the said Finishing Company.

Four. In consideration for the foregoing assignments and covenants by the said Beaudry the said Finishing Company shall pay to the said Beaudry the sum of twelve thousand five hundred dollars (\$12,500) upon the execution of this instrument.

Five. The term "Finishing Company" wherever herein used shall include the said United-Xpedite Finishing Company, its successors and assigns.

In Witness Whereof the said Zotique Beaudry has hereunto set his hand and seal; and the said United-Xpedite Finishing Company has caused its corporate seal to be hereto affixed and this instrument to be signed in its name and behalf by Louis H. Baker, its Assistant Treasurer, this fourth day of September, A. D. 1906.

	ZOTIQUE BEAUDRY	[SEAL]
[SEAL]	UNITED-XPEDITE FINISHING COMPANY	
	By Louis H. Baker	

Commonwealth of Massachusetts.

Suffolk, ss.

Boston

On this fourth day of September personally appeared before me Zotique Beaudry, known to me and known to me to be the person described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be his free act and deed.

	Harold Gregory Donham	
[SEAL]		Notary Public

PLAINTIFF'S EXHIBIT 121.

[Put in Evidence, page 572.]

Know all Men by these Presents

That Whereas, Irving E. Booth and Quentin W. Booth, both of Rochester in the State of New York (hereinafter called the "vendors") have been heretofore engaged as co-partners doing business under the firm name and style of "Booth Brothers" in the business of manufacturing and dealing in machinery, tools, mechanisms, devices, findings, materials, supplies, methods, processes and things relating to or used in the manufacture of boots, shoes and other footwear, and leather working, having a manufacturing establishment at said Rochester and doing business at said Rochester and elsewhere throughout the United States of America and in foreign countries, and are possessed of a manufacturing plant and equipment for carrying on such business, and of inventions, improvements and Letters Patent of the United States and of foreign countries and of rights to and under such Letters Patent and applications therefor covering inventions relating to such business, and have also established a valuable good-will in connection with said business;

And Whereas, the said vendors desire to sell to the vendee hereinafter named, and said vendee desires to acquire said business and said plant, equipment, inventions, improvements, patents, patent rights and good-will of said vendors, together with certain warranties and covenants on the part of the said vendors, — all as hereinafter more fully set forth;

Now, Therefore, we, the said Irving E. Booth and Quentin W. Booth, both individually and as co-partners as aforesaid, the vendors, in consideration of one dollar (\$1.00) and other good and valuable considerations to us paid by the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called the "vendee") the receipt of which is hereby acknowledged, do hereby grant, sell, assign, transfer, set over, convey and deliver unto the said vendee the entire business of the vendors above described, and all and sin-

gular the plant, equipment, inventions, improvements, Letters Patent of the United States of America and of other countries, and rights to or under such Letters Patent or applications therefor, and good-will of the vendors or of either of them in any way relating to or connected with said business, excepting therefrom such parts of said plant and equipment as are hereinafter specifically mentioned and stated to be excepted from the terms of this instrument, and excepting also an invention now owned or controlled by the vendors and described in an application for Letters Patent of the United States, Serial Number 313,775, of which disposal may be made according to the terms of an option and agreement covering the same, dated November 1, 1907, executed by the vendors and delivered to the vendee simultaneously with these presents and as part of the same transaction but not otherwise.

Including in said business plant, equipment and good-will hereby conveyed without prejudice to the generality of the foregoing assignment:

1. All machines, machinery, shafting, tools, mechanisms, devices, jigs, patterns, drawings and other articles or things except machinery, tools and other articles or things specially designed for use in connection with the invention covered by said application Serial Number 313,775 above mentioned.

2. The entire business of said vendors above described, together with the good-will thereof.

3. Any and all trade-marks, trade names and brands, relating to or connected with said business which have been heretofore used by the vendors or either of them, or to which the said vendors or either of them have any right or are in any way entitled.

And we do also hereby grant, sell, transfer and deliver unto the said vendee all stock on hand, manufactured or unmanufactured or in process of manufacture, except such as embodies the invention covered by said application Serial Number 313,775 above mentioned, and all merchandise, goods and other supplies—all as specifically set forth in an inventory thereof now in the possession of said vendee, marked "Stock Inventory, November 1, 1907", and identified by the signatures of the vendors and vendee.

To Have and to Hold the same to the said vendee, its successors and assigns, to its and their own use and behoof absolutely.

Expressly excepted from the terms of this instrument are

1. Real estate and any and all interests in real estate owned by the vendors or either of them, either severally or in common with others.

2. Bills, notes, debts and accounts receivable on the day of the date hereof.

3. Books of entry and account.

4. Cash on hand or on deposit on the day of the date hereof.

5. Machines heretofore sold conditionally or put out on trial.

6. The copies of the "Official Gazette" of the United States Patent Office in the office of said Booth Brothers.

No claims against the vendee under agreements made between the vendors and the vendee, dated September 17, 1904 and October 25, 1904, in respect to certain improvements in perforating machines, are hereby waived or extinguished.

And for the same consideration we, the said vendors, do hereby jointly and severally covenant with the said vendee, its successors and assigns, that we, the said Irving E. Booth and Quentin W. Booth, are the sole partners in the firm of Booth Brothers, above named, and that no other person, firm or corporation has any interest of any nature therein or in the business, property, assets and good-will thereof hereby conveyed; that we, the said vendors, are possessed of and have title, free from any and all incumbrances, to the plant and equipment hereby conveyed; that we have good right to convey the said plant and equipment and convey said business and the good-will thereof, free from any claims or incumbrances whatsoever to the said vendee; and that we will and our respective executors or administrators shall warrant and defend the same to the said vendee, its successors and assigns, against the lawful claims and demands of any and all persons, and protect, indemnify and hold harmless said vendee, its successors and assigns, from and against any liens or claims upon, to or against the same.

And for the same consideration we, the said vendors, do hereby jointly and severally agree to and with the said vendee, its suc-

cessors and assigns, that we and each of us will at any and all times hereafter, upon request of the vendee, or its attorney for the time being, execute or cause to be executed any and all deeds, instruments of assignment and other instruments, and will perform or cause to be performed, any and all acts which may be necessary or proper to fully and completely vest and confirm in the vendee, its successors or assigns, all the business, plant, equipment, patents, patent rights, stock in trade, goods, merchandise and other supplies, and good-will hereby conveyed or expressed to be conveyed, and to enable the said vendee, its successors and assigns, to secure and enjoy the full benefits and advantages thereof.

And for the same consideration we, the said vendors, do hereby jointly and severally covenant and agree to and with the said vendee, its successors and assigns, that during the period of fifteen (15) years beginning with the date hereof we will not and neither of us shall, directly or indirectly, in anywise enter into or be engaged or interested in manufacturing, selling or dealing in or with machinery or other articles connected with or relating to the manufacture of boots, shoes or other footwear, or any machinery, process, tool, mechanism or device for manufacturing the same, or in developing, selling, exploiting or dealing with any invention or Letters Patent relating to any such articles or the manufacture thereof, or relating to any such machinery, process, tool, mechanism or device, or in any business which consists in whole or in part of manufacturing or dealing in or with such articles or such machinery, tool, mechanism or device, or in making, developing or exploiting any such invention or Letters Patent; and that during said term we will not and neither of us shall, directly or indirectly, do any act or enter into or be engaged or interested in any business which will in anywise compete or interfere with or be in anywise prejudicial to or detract from the value of the business or good-will sold by us to the said vendee and herein described, or said business or any business of manufacturing or dealing in or with the articles above named, or any articles intended or adapted for any like or similar purpose, which is now or hereafter may be carried on by said vendee, its successors or assigns, or by any cor-

poration now or hereafter controlled by it, and that during said term we will not and neither of us shall, directly or indirectly, financially or otherwise encourage or assist or in any way influence or advise any other person, firm or corporation, in doing any of the above things, or engaging in any such business; but nothing herein contained shall be construed to prevent us or either of us from being or becoming an employee, officer or stockholder of said United Shoe Machinery Company or of any corporation now or hereafter owned or controlled by it, or from disposing of the invention covered by said application Serial Number 313,775 according to the terms of the option and agreement above mentioned concerning the same.

And we do hereby irrevocably constitute and appoint the said vendee to be our true and lawful attorney with power of substitution for us and each of us and in our name or names or the name of either of us, or otherwise, to take any action at law, in equity or otherwise, and to perform any and all acts which may be necessary or proper to secure, protect and enforce all or any part of the business, property, good-will, interests and rights of the said vendors hereby conveyed.

In Witness Whereof we, the said Irving E. Booth and the said Quentin W. Booth, have hereto set our hands and seals this first day of November, 1907.

IRVING E. BOOTH.

QUENTIN W. BOOTH.

Commonwealth of Massachusetts.

Suffolk, ss.

On this twelfth day of December, A. D. 1907, appeared Irving E. Booth and Quentin W. Booth, personally known to me and known to me to be the persons described in the foregoing instrument executed by them, and severally acknowledged that they executed the same as their free act and deed, before me

Frederick L. Edmands, Notary Public

PLAINTIFF'S EXHIBIT 122.

[Put in Evidence, page 572.]

This agreement made this first day of November 1907, by and between Irving E. Booth and Quentin W. Booth, both of Rochester in the State of New York, co-partners doing business under the firm name and style of "Booth Brothers", and the United Shoe Machinery Company, (hereinafter called the "United Company"), a corporation duly organized and existing under the laws of the State of New Jersey; Witnesseth:

That Whereas, said Irving E. Booth and Quentin W. Booth as co-partners as aforesaid, have, by an instrument in writing bearing even date herewith, conveyed to said United Company, the business, property, inventions, improvements, patents, patent rights and good will of said firm of Booth Brothers as set forth in said instrument; and have also by another instrument in writing bearing the same date and for the same consideration granted a license and given an option to said United Company and entered into covenants and agreements with said United Company all as therein set forth;

And Whereas the consideration for such conveyance, license, option, covenants and agreements stated in said first named instrument is "One Dollar (\$1) and other valuable considerations";

And Whereas said parties desire to define the actual consideration therefor and to provide for the payment of such consideration;

Now, Therefore, it is hereby mutually covenanted and agreed:

First. That the actual consideration for the conveyance, license, option, covenants, and agreements aforesaid is the sum of seventy-one thousand two hundred eighty-four and 20/100 dollars (\$71,284.20) in money.

Second. That of the said sum of seventy-one thousand two hundred eighty-four and 20/100 dollars (\$71,284.20) the sum of thirty-five thousand six hundred forty-two and 10/100 dollars (\$35,642.10) has this day been paid by said United Company to said Booth Brothers, and that the remainder of said sum of seventy-one thousand two hundred eighty-four and 20/100 dollars (\$71,-

284.20) to wit, the sum of thirty-five thousand six hundred forty-two and 10/100 dollars (\$35,642.10) is to be paid in instalments as follows: the sum of seventeen thousand eight hundred twenty-one and 5/100 dollars (\$17,821.05) on the first day of November, 1908, and the sum of seventeen thousand eight hundred twenty-one and 5/100 dollars (\$17,821.05) on the first day of November 1909; both of such payments to be without interest.

And the said United Company does further covenant and agree that it will promptly and punctually pay to said Booth Brothers when due each of said instalments.

Executed in duplicate the day and year first above written.

[SEAL]

UNITED SHOE MACHINERY COMPANY

Edwd. P. Hurd, Assistant Treasurer.

IRVING E. BOOTH

[SEAL]

QUENTIN W. BOOTH

[SEAL]

PLAINTIFF'S EXHIBIT 123.

[Put in Evidence, page 573.]

Know all Men by these Presents.

That Whereas Irving E. Booth and Quentin W. Booth, both of Rochester in the State of New York, co-partners doing business under the firm name and style of "Booth Brothers" have on the day of the date hereof executed an instrument of conveyance conveying to the United Shoe Machinery Company, a corporation duly organized under the laws of the State of New Jersey (hereinafter called the "United Company"), the business, property and good will of said Booth Brothers and the inventions, improvements, Letters Patent of the United States of America and of other countries, and rights to and under such Letters Patent and applications therefor described in said instrument of conveyance which is to be delivered to said United Company simultaneously with this instrument and as part of the same transaction;

And Whereas the said Booth Brothers are the owners of an invention (the nature of which is now unknown to said United Company) described in an application for Letters Patent of the

United States, Serial Number 313,775, which invention was expressly excepted from the terms of said instrument of conveyance ;

And Whereas as part of the transaction above mentioned and for the same consideration said Booth Brothers desire to grant the license and give the option and make the covenants and agreements hereinafter set forth, and the United Company desires to acquire such license and to secure said option and said covenants and agreements ;

Now, Therefore, we, the said Irving E. Booth and Quentin W. Booth, both individually and as co-partners as aforesaid, for the consideration expressed in said instrument of conveyance and for the further sum of one dollar (\$1.00) to each of us paid by said United Company, receipt whereof is hereby acknowledged, do hereby grant unto said United Company and its assigns for the period of twelve (12) months from the time when commercially operative machines shall be delivered and the nature of said invention shall be disclosed to said United Company as hereinafter provided, the sole and exclusive license to manufacture, use and license others to use both in the United States and in all other countries machines embodying the invention above named for the purpose of demonstrating the value in use of such invention but for no other purpose.

And we do also grant unto said United Company for the period of the license hereby granted the right to use any and all the machinery, tools, mechanisms, devices, jigs, drawings, patterns and other articles or things which have been or may hereafter be specially designed for use in connection with said invention.

And for the same consideration we do jointly and severally agree that within six (6) months from the date hereof we will deliver to said United Company two (2) commercially operative machines embodying said invention and will also fully disclose or cause to be fully disclosed to the President, a Vice President, the General Manager, Superintendent or Counsel of said United Company the nature of said invention and all and singular the methods and processes used in the manufacture thereof or in any way relating to or connected with said invention, and will repeat or cause to be

repeated such disclosures and fully explain the same or cause the same to be fully explained when and as often as may be requested by the said officers of the United Company or any of them; but such disclosures shall be made for the sole purpose of enabling said United Company, and its assigns, to manufacture, use and license others to use machines or other articles or things embodying said invention in accordance with the terms of the license hereby granted and said United Company shall make no other use of such disclosures.

And for the same consideration we do further jointly and severally agree that at any time within the period of the license hereby granted, we will upon request assign and transfer unto said United Company the full and exclusive right (both in the United States and in all foreign countries) to said invention as described in said application and to any and all improvements thereon, and will give to said United Company good title to any and all Letters Patent which may have been issued covering the same and to the machinery, tools, mechanisms, devices, jigs, drawings, patterns and other articles or things above mentioned upon the following terms:

Said United Company shall pay to us upon such assignment and transfer the sum of five thousand dollars (\$5,000) and shall also agree with us as follows:

F. L. E. (a) that it will pay to us ~~during the term of the Letters Patent of the United States which may be issued upon said application Serial Number 313,775~~, the sum of fifteen dollars (\$15) for each and every machine or other article or thing embodying said invention which shall be sold or leased by it in the United States, and ten dollars (\$10) for each and every such machine, article or thing which shall be sold or leased by it in any country other than the United States;

(b) that if the sums paid by it to us within the period of ten (10) years from the time when it makes said payment of five thousand dollars (\$5,000) and takes said assignment, shall not amount to the total sum of ten thousand dollars (\$10,000), exclusive of said sum of five thousand dollars (\$5,000), and if requested by us

in writing before the expiration of said period of ten (10) years, it will pay to us on the day of the expiration of said period the amount if any by which the total amount actually paid by it during said period, exclusive of said sum of five thousand dollars (\$5,000), is less than said sum of ten thousand dollars (\$10,000), but on the condition that no further payments to us in respect to machines sold or leased by it shall thereafter be required until the sums which would otherwise have been payable to us, as herein stated, from the beginning of said period of ten (10) years, exclusive of said sum of five thousand dollars (\$5,000), shall amount to the total sum of ten thousand dollars (\$10,000), from which time payments shall again be made as herein stated; and

(c) that it will account to us and make the payments required in respect to machines sold or leased by it on or before February 15th and August 15th of each year for the period of six (6) months preceding January 1st and July 1st of each year respectively, and will continue to so account and to make such payments until the total amount paid by it, exclusive of the sum of five thousand dollars (\$5,000) above mentioned, shall amount to the total sum of thirty-five thousand dollars (\$35,000), and no longer,^A

but no payments shall be required after the expiration of the Letters Patent which may issue upon said application.

F. L. E.

And for the same consideration we do hereby jointly and severally agree that in case said United Company shall not within the period above mentioned and after thirty (30) days' written notice to exercise the option above granted communicated by us to said United Company, request such assignment and transfer and pay to us said sum of five thousand dollars (\$5,000) we may thereupon or at any time thereafter assign and transfer said invention and improvements and any and all Letters Patent which may have been issued covering the same to any other person or party, but we further jointly and severally agree that before making any such assignment and transfer, or any agreement therefor, we will promptly disclose to said United Company the terms upon which such other person or party desires to acquire said invention and improvements and that said United Company shall thereupon have

the right to acquire the same upon like terms, but only during such period of time after said disclosure is made as may be necessary to enable said United Company to communicate to us its acceptance of said terms.

And for the same consideration we do further jointly and severally agree that during the period of fifteen (15) years from the date hereof we will not and neither of us shall, except as an employee of said United Company or of a corporation owned or controlled by it, manufacture or deal in or with said invention or improvements otherwise than to completely dispose of the same to other persons or parties for cash, for royalty, or upon other terms in case said United Company does not desire to acquire the same under the provisions hereof, and to take such steps as may be necessary to secure, protect and enforce our rights to said invention or improvements whether under Letter Patents or otherwise; and that we will not and neither of us shall during said period of fifteen (15) years, directly or indirectly, financially or otherwise, encourage or assist any person, firm or corporation, other than said United Company, in manufacturing or dealing in or with said invention or improvements or articles embodying the same; but for the purpose of disposing of the same as herein provided we may, the provisions hereof notwithstanding, alter, improve, or add to said invention and make other and further application for Letters Patent covering the same or covering such alterations, improvements or additions.

Said United Company may by its own attorneys and at its own expense, but in the name of said Booth Brothers, file applications for and, if possible, obtain Letters Patent of countries other than the United States covering said invention, and if said United Company shall not exercise the option first hereinbefore provided for, then and in that case we will reimburse said United Company for all sums expended by it for services, fees and other expenses incurred in connection with filing such application or obtaining such patents.

In Witness Whereof we the said Irving E. Booth and Quentin

W. Booth have hereto set our hands and seals this first day of November 1907.

IRVING E. BOOTH. [SEAL]

QUENTIN W. BOOTH. [SEAL]

Commonwealth of Massachusetts,

Suffolk, ss.

On this twelfth day of December, A. D. 1907, before me personally appeared Irving E. Booth and Quentin W. Booth, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Frederick L. Edwards, Notary Public.

PLAINTIFF'S EXHIBIT 124.

[Put in Evidence, page 573.]

This Agreement, made this first day of November, A. D. 1907, by and between Irving E. Booth and Quentin W. Booth, both of Rochester in the State of New York, co-partners doing business under the firm name and style of "Booth Brothers" (hereinafter called "Booth Brothers"), and the United Shoe Machinery Company, a corporation duly established under the laws of the State of New Jersey (hereinafter called the "United Company") Witnesseth:

That Whereas by an instrument of conveyance dated November 1, 1907, said Booth Brothers have conveyed to said United Company the entire business, property, assets and good-will of said Booth Brothers as therein set forth, including all patents and patent rights, and have given full covenants of title thereto; and

Whereas by an assignment dated November 1, 1907, said Booth Brothers have assigned to said United Company certain patents and patent rights including all their right in or to an invention described in application for Letters Patent of the United States, Serial No. 211,794, filed June 9, 1904, for Improvement in Fudging Machines"; and have covenanted that they are the absolute owners of the same; and

Whereas said Booth Brothers have heretofore made an agree-

ment in writing, dated May 11, 1907, in respect to the invention above named with one Thomas G. Plant, of Boston, Massachusetts, a copy of which is hereto annexed ;

Now, therefore, it is mutually agreed that the right of said Booth Brothers in said invention conveyed to the United Company as aforesaid is subject to the rights of said Thomas G. Plant under said agreement of May 11, 1907.

And for the consideration expressed in the instrument of conveyance above named and for the further consideration of one dollar (\$1.00) to the said Booth Brothers paid by the said United Company and of the covenants on the part of said United Company hereinafter contained, said Irving E. Booth and Quentin W. Booth do individually and as co-partners as aforesaid hereby assign, transfer and set over unto the said United Company and its successors and assigns the said agreement with said Plant and all advantages to be derived therefrom ; and the said United Company hereby agrees with said Booth Brothers that it will perform and observe the agreements on the part of the said Booth Brothers to be performed and observed, according to the terms of said agreement upon the following conditions :

1. Said United Company may prosecute by its own attorneys the interference mentioned in said agreement and shall not be held to make any payment to attorneys or solicitors or others heretofore employed by said Booth Brothers for services heretofore rendered or expenses heretofore incurred in connection with said interference, but said Booth Brothers may, at their own expense, employ counsel or attorneys to be associated with the attorneys of said United Company in prosecuting such interference.

2. Said United Company shall pay over to said Booth Brothers such sums and such sums only as it shall actually receive under the provisions of Article 3 of said agreement, but if any sums are at any time due and unpaid under the provisions of said Article 3 it shall if requested by said Booth Brothers, and at their expense, or it shall permit said Booth Brothers to bring such suit in its name.

3. In any case of infringement of the patent referred to in said agreement said United Company shall begin and prosecute suit to

suppress the same by its own attorneys, and the expense of such suit shall be apportioned between said United Company and said Booth Brothers according to their respective pecuniary interests in the result thereof, or said United Company shall permit said Booth Brothers to bring such suit in its name.

In Witness Whereof the said Irving E. Booth and Quentin W. Booth have hereto set their hands and seals; and the United Shoe Machinery Company has caused its corporate seal to be hereto affixed and these presents to be executed and delivered in its name and behalf by Edward P. Hurd its Asst. Treasurer, the day and year first above written.

IRVING E. BOOTH [SEAL]

QUENTIN W. BOOTH [SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Edwd. P. Hurd, Asst. Tres.

MEMORANDUM OF AGREEMENT

made this eleventh day of May, A. D. 1907, between Irving E. Booth, Quentin W. Booth, Copartners, doing business under the firm name of Booth Brothers, Rochester, New York, hereinafter referred to as "Booth Brothers", and Thomas G. Plant, of Boston, Massachusetts.

Witnesseth that said Booth Brothers are the owners of an Application for Letters Patent of the United States, Serial Number 211-794, filed June 9, 1904, for improvement in Fudging Machine, which application is at present involved in Interference #27259, entitled *Heys v. Hadaway v. Krewson*, and that said Plant is desirous of acquiring a license from said Booth Brothers, under the claims at issue in a Letters Patent to said Krewson or to his assignees, Booth Brothers;

Now Therefore, in consideration of the premises, the parties above referred to have hereby agreed as follows:

1. Said Booth Brothers agree to prosecute said Interference with due diligence and with an honest and sincere purpose to obtain a decision of priority therein in favor of said Krewson and to have a

patent issued to said Krewson at the earliest practicable date containing the claims at issue in said Interference.

2. Said Booth Brothers further agree to and do hereby grant unto the said Plant, and to his assigns, the right and license (but not exclusive) to make, use and sell machines containing the invention of said claims at issue to the full end of the term for which any Letters Patent may be granted to the said Krewson, or to said Booth Brothers, containing such claims, provided said Plant during such time complies with the conditions hereinafter stated, this license to become effective upon the granting of a patent containing such claims.

3. Said Plant agrees to pay to the said Booth Brothers, or to their order, Three Hundred (300) Dollars, annually, for said license, from and after the date of issuance of said Letters Patent and until the expiration thereof, the first payment to be made six (6) months from the date of issue of the Letters Patent referred to and upon the corresponding day and month each year thereafter during the life of said patent.

4. It is mutually agreed that should the said Letters Patent be declared to be invalid by any Court of Appeals, or should the claims at issue in said Interference be declared to be invalid in view of any evidence before such Court, then and in such event the obligation on the part of said Plant to pay, annually, said sum of Three Hundred (300) Dollars shall cease forthwith.

5. Said Plant agrees that he will not, either directly or indirectly, contest the validity of any Letters Patent issued to said Krewson or Booth Brothers containing the claims of said Interference.

6. It is agreed that if, during any year of the life of the patent herein referred to, any open infringement of the said patent, as to the claims involved in the Interference above mentioned, shall be called to the attention of said Booth Brothers and they fail to take prompt steps, by bringing and diligently prosecuting suit, to suppress such infringement, then, and in such event, the license fee herein agreed to be paid by said Plant for that year need not be paid, and that it need not be paid during any succeeding year or years in which the same or any other open infringement exists

without suit on the part of said Booth Brothers, after due notice by said Plant of such infringement or infringements, to suppress the same.

7. This agreement is binding upon the parties hereto and their respective Heirs, Executors, Administrators and Assigns.

8. Said Booth Brothers agree to permit said Plant to nominate associate counsel to assist so far as said Plant desires in the prosecution of the Krewson case, he to have necessary authority therefor from Booth Brothers.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above given.

PLAINTIFF'S EXHIBIT 125.

[Put in Evidence, page 577.]

This Indenture, made this first day of December, 1908, by and between William B. Rice and Harry L. Rice, both of Quincy, Massachusetts, and John H. Richardson, of Cliftondale, Massachusetts, (hereinafter called the "vendors") parties of the first part, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, (hereinafter called the "United Company") party of the second part, and the Richardson Shoe Machinery Company, a corporation organized and existing under the laws of the State of Maine (hereinafter called the "Richardson Company") party of the third part, Witnesseth:

That Whereas each of the said vendors is a stockholder, director and officer of the said Richardson Company which has been and is now engaged in developing and in dealing in and with certain machinery intended or adapted for use in the manufacture of footwear including especially sewing machines of the type known in the trade as "McKay Sewing Machines" and machinery intended or adapted for cutting or dieing out leather or other materials, including machines of the kind known in the trade as "Clicking Machines"; and the said vendors have represented to the United Company that they own or control all of the shares of the capital stock of said Richardson Company:

And Whereas the said vendors desire to sell and transfer to the said United Company all of the shares of the capital stock of said Richardson Company and the United Company desires to acquire the same together with the warranties and covenants on the part of the said vendors hereinafter set forth :

Now, Therefore, the parties hereto, each in consideration of the covenants and agreements on the part of the other herein contained, do hereby covenant and agree, each with the other, as follows :

1. The said vendors hereby covenant and agree that they will forthwith cause whatever steps may be necessary to be taken to convey to and vest in the said United Company, or such person or persons as the United Company shall designate to receive the same, the ownership, free from any claim or incumbrance, of all of the shares of the capital stock of the said Richardson Company, and will cause such shares to be transferred upon the books of the Richardson Company and new certificates to be issued therefor in the name of the said United Company or such person or persons as may be designated by the United Company therefor.

2. The said vendors hereby covenant and agree that they will as and when requested by the United Company cause all of the present officers and directors of the said Richardson Company to tender their resignations in writing to take effect upon acceptance by the directors, and as and when requested will cause all such actions to be taken by the directors and officers of the said Richardson Company as may be necessary or desired to transfer the control and management of the said Richardson Company to the said United Company or to such person or persons as the United Company may designate therefor, and to cause such persons as the United Company may designate to be chosen officers and directors of said Richardson Company. It is understood and agreed that the United Company shall as promptly as possible after execution of this indenture designate the persons to receive the stock and the persons to be elected directors and officers of the Richardson Company in order that the vendors may proceed at once to comply with the obligations of paragraphs 1 and 2 hereof.

3. The said vendors and each of them hereby covenant with and

warrant to the said United Company that the said Richardson Company is a corporation duly organized and existing under the laws of the State of Maine; that the total authorized capital stock of the said Richardson Company is the sum of sixty thousand dollars (\$60,000) consisting of six hundred (600) shares of the par value of one hundred dollars (\$100) each; that all of said shares of capital stock have been issued as fully paid; that of said six hundred (600) shares two hundred (200) shares of the par value of twenty thousand dollars (\$20,000) are owned free from incumbrance by the Richardson Company itself and stand in the name of William B. Rice as Trustee for said Richardson Company; that all the rest of the authorized capital stock is owned or controlled by the vendors; that on the first day of December, 1908, said Richardson Company is free from all indebtedness and direct and contingent obligations excepting the indebtedness set forth in "Schedule A" hereto annexed, amounting to a total of thirty-two thousand one hundred fifty-eight dollars and fifty cents (\$32,158.50) with certain interest thereon, and excepting the cost remaining unpaid of twenty (20) Richardson Sewing Machines and of certain jigs and parts ordered but not yet received or paid for, as set forth in paragraph 4 hereof; that on the first day of December, 1908, the factory equipment, patterns, jigs, etc., (including one set jigs, patterns, etc., in England) Richardson Sole Sewing Machines new, second-hand and rebuilt, machine parts and supplies, furniture and fixtures and raw materials on hand owned by the said Richardson Company is of the value at cost less depreciation of at least twenty-two thousand dollars (\$22,000) and includes all of such property shown by inventory of September 1, 1908 with such additions thereto as have been made since that date, excepting so far as raw materials and supplies have been used and machines and machine parts have been disposed of in the ordinary course of business since said inventory of September 1, 1908. A brief summary of such property from said inventory of September 1, 1908 has been furnished by the said vendors and is hereto annexed, marked "Schedule B". The said vendors and each of them further covenant with and warrant to the said United Company that on this first day of December, 1908, the

said Richardson Company owns the machines mentioned in "Schedule C" hereto annexed which machines are in the possession of customers of the said Richardson Company upon loan under agreements for the payment of rental to the said Richardson Company and that the rental agreements covering all of said machines (unless the contrary is indicated in said "Schedule C") are in the possession of and owned by said Richardson Company; that on this first day of December, 1908, the Richardson Company is the owner of all the inventions, improvements and Letters Patent and interests therein formerly owned by the Steam Heated Horn Company, and is the owner of all the Letters Patent and applications for and interests in Letters Patent of the United States and other countries mentioned in "Schedule D" hereto annexed and the inventions covered thereby; that the property hereinbefore enumerated is not exclusive of other property of similar or different nature owned by the said Richardson Company; that all of the property herein or in said schedule hereto annexed, referred to as owned by the said Richardson Company, is free from any and all incumbrances; and that none of the property, interests or rights of any nature owned by the Richardson Company on September 1, 1908, have been transferred or disposed of otherwise than in the ordinary course of its business of manufacturing and dealing in machines, and that all of such property (excepting so far as used or disposed of in such ordinary course of business) and all of such interests and rights are still owned and possessed by the said Richardson Company.

4. The said vendors hereby jointly and severally covenant and agree to and with said United Company and to and with the said Richardson Company that they will promptly and at their own expense cause all indebtedness of said Richardson Company existing on this first day of December, 1908, or arising from dealings or transactions which have taken place prior to said date to be discharged and that they will at all times protect, indemnify and hold harmless the said Richardson Company from and against any and all indebtedness and obligations existing on said date or arising from dealings or transactions prior thereto and from all loss, cost, damage or expense arising therefrom, excepting alone however

that the vendors do not agree to pay or to indemnify against the amounts, not exceeding \$90.00 per machine, remaining to be paid for twenty (20) Richardson sewing machines now being built for said Richardson Company by William Spiers, of Leicester, England, and the amounts, not exceeding \$4,000.00, remaining to be paid for certain parts and jigs which have heretofore been ordered but have not yet been delivered to the said Richardson Company.

5. Each of the said vendors hereby sells, assigns, transfers, sets over and delivers to the said United Company all inventions, improvements, Letters Patent and interests and rights therein, thereunder or thereto which he has or to which he is in anywise entitled relating to any machinery of the kinds referred to in the preamble hereof or for the same or any similar purpose; and likewise sells, assigns, transfers and sets over to the said United Company any and all inventions, improvements, Letters Patent and interests and rights therein, thereunder or thereto which he may make, acquire, own or have any right to acquire or take over at any time within ten (10) years from the date hereof relating to any such machinery.

6. Each of the said vendors as a material part of this transaction and of the consideration for the agreement of the United Company to make the payment hereinafter provided for does hereby covenant and agree to and with the said United Company, and also to and with the said Richardson Company, that he will not at any time within ten (10) years from the date of these presents directly or indirectly, individually or in combination with others, as principal, agent, employee or representative, or as officer or stockholder of a corporation or otherwise, without the consent in writing of said United Company, enter into or be engaged or interested in or financially or otherwise assist any other person, firm or corporation in entering into, engaging in, developing or carrying on the manufacturing of or dealing in any machinery of the kinds referred to in the preamble hereof, or for the same or any similar purpose, or in any business which consists in whole or in part in manufacturing or dealing in such machinery or which will directly or

indirectly interfere or compete with the business of the said Richardson Company or of the said United Company in such machinery.

7. Each of the said vendors covenants and agrees that he will make all necessary disclosures and will at any and all times hereafter upon request execute any and all instruments and perform any and all acts which may be necessary or proper to carry out the full intent of this instrument and to enable the said United Company to secure, protect and enjoy the full benefits and advantages of all assignments and transfers herein provided for and of the covenants herein contained.

8. The said United Company as full consideration for the assignments and transfers herein made or provided for and for the covenants herein contained hereby agrees to pay to the said vendors the sum of eighty thousand dollars (\$80,000). All parties hereby agree that said sum shall be paid to the said Harry L. Rice as agent for said vendors to receive the same and that the United Company shall be in no respect responsible for the application or distribution thereof. Such payment shall be made upon execution of papers and delivery of stock. It is distinctly understood that the said sum of eighty thousand dollars (\$80,000) shall belong to the vendors individually and that no part of the said sum shall be paid or accounted for by the vendors or any of them to the Richardson Company or its successors or assigns on account of the said two hundred (200) shares held in trust by William B. Rice as Trustee for the Richardson Company as aforesaid; and the United Company covenants that neither the Richardson Company nor its successors or assigns, shall make or claim for any such payment or accounting.

9. Whereas the rental agreements covering machines put out on rental by the said Richardson Company provided for payment of rentals semi-annually, in advance; and whereas the Richardson Company, prior to December 1, 1908, has collected rentals covering periods of time in part subsequent to said December 1, 1908, and may hereafter collect overdue accounts for rental pertaining in part to periods of time prior to said December 1, 1908; now therefore it is agreed that the vendors shall cause to be turned over to the

United Company an amount equal to the rentals heretofore collected covering any periods of time subsequent to December 1, 1908, and the United Company shall cause to be turned over to the said vendors an amount equal to the rentals, if any, hereafter collected, which cover any periods of time prior to December 1, 1908; provided, however, that in figuring the rentals for the purpose of adjustment as aforesaid the same shall be figured on a basis of sixty-five dollars (\$65.00) per year per machine (although the lease provides for seventy-five dollars (\$75.00)). In the adjustment between the vendors and the United Company to the date of December 1, 1908, (as of which date the transfer of the Richardson Company to the United Company is to take effect) debits and credits, in accordance with the foregoing provisions of this paragraph, with reference to rentals shall be made, and the vendors shall also be credited with an amount equal to the cash of the Richardson Company on hand at the close of business on the last day of November, 1908. There shall also be credited to the vendors an amount equal to any sums (less the expenses, if any, of making collections) which the Richardson Company shall collect on account of bills owing to the said Richardson Company on said first day of December, 1908, for goods theretofore sold and delivered by the said Richardson Company.

10. There are in the hands of the persons, firms and corporations hereinafter named certain stocks of parts of Richardson Sole Sewing Machines which have heretofore been supplied to said persons, firms or corporations by the said Richardson Company, viz: —

Stock in the hands of L. G. Freeman, of Cincinnati, Ohio, to the amount at catalogue selling prices of about one thousand dollars (\$1,000).

Stock in the hands of Manufacturers' Supply Company, of St. Louis, Missouri, to the amount at catalogue selling prices of about one thousand dollars (\$1,000).

Stock in the hands of Brooks & Company, of Auburn, Maine, to the amount at catalogue selling prices of about one hundred dollars (\$100).

Stock in the hands of George William Hill & Company, of Leicester, England, to the amount at catalogue selling prices of about twelve hundred dollars (\$1200).

Stock in the hands of Irving L. Keith, of Haverhill, Massachusetts, to the amount at catalogue selling prices of about two hundred and fifty dollars (\$250).

Certain small stocks of parts in the hands of Nolllesche Werke, of Weissenfels a/s Germany.

Certain small stocks of parts in the hands of the Boylston Manufacturing Company, at Leicester, England.

It is understood and agreed that the United Company shall cause the said Richardson Company to give an opportunity to the said L. G. Freeman, Manufacturers' Supply Company, Brooks & Company, George William Hill & Company and Irving L. Keith, and also, if the United Company shall see fit, to the said Nolllesche Werke and the Boylston Manufacturing Company, to turn over and transfer to the said Richardson Company or to such persons as it may designate therefor the said stocks of parts at such prices as may be agreed upon between the said Richardson Company and the said respective persons, firms and corporations, not, however, exceeding the catalogue selling price thereof less the discounts therefrom which have been allowed said persons, firms or corporations in respect thereto, and if these stocks shall be so taken over by the said Richardson Company the said vendors agree to reimburse the said Richardson Company to the extent of all amounts paid by the said Richardson Company for said stocks in excess of the actual manufacturing cost of such parts to the Richardson Company which costs are estimated to be from thirty-three and one-third per cent. ($33\frac{1}{3}\%$) to fifty per cent. (50%) of the catalogue selling prices.

11. The original or copy of each of the following outstanding agreements of the Richardson Shoe Machinery Company has been furnished by the vendors to the said United Company, viz:—

Agreement, dated April 27, 1908, between the Richardson Shoe Machinery Company and the Essex Machine Company, of Lynn, Massachusetts.

Agreement, dated October 22, 1908, between the Richardson Shoe Machinery Company and Cushman-Hollis Company ;

Agreement, expressed to terminate July 1, 1910, between the Richardson Shoe Machinery Company and the H. C. Godman Company ;

Agreement, dated August 15, 1908, between the Richardson Shoe Machinery Company and R. E. Hood ;

The rental agreements covering the machines enumerated in said Schedule C annexed (excepting when the contrary is indicated in said Schedule C) ;

and it is agreed that the United Company in taking over the Richardson Company as aforesaid shall take said Company subject to the obligations of the Richardson Company under said agreements required by said agreements to be performed after this first day of December, 1908, the said vendors paying or causing to be paid such indebtedness, if any, and discharging or causing to be discharged such obligations, if any, under or arising from said agreements as pertain to the period prior to said first day of December, 1908 or arise from transactions which took place under said agreements prior to said first day of December, 1908. The covenants of the vendors set forth in lines fifteen to twenty-four of paragraph 3 hereof and set forth in paragraph 4 hereof are hereby modified to such extent as is necessary to meet the requirements of this article 11 as to said agreements herein enumerated.

12. The term "United Company" wherever herein used shall include the said United Shoe Machinery Company, its successors and assigns. The Richardson Company joins in this agreement for the purpose of consenting to the transfer or conveyance as herein provided of the two hundred (200) shares which are stated in paragraph numbered 3 hereof to be owned by the Richardson Company and stand in the name of William B. Rice as trustee for said Richardson Company ; and the Richardson Company hereby expressly authorizes and directs the said William B. Rice, Trustee as aforesaid, to transfer the said shares when and as the vendors may request.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

WILLIAM B. RICE [SEAL]

HARRY L. RICE [SEAL]

JOHN H. RICHARDSON [SEAL]

RICHARDSON SHOE MACHINERY CO. [SEAL]

By W. B. Rice, President

UNITED SHOE MACHINERY COMPANY [SEAL]

Edwd. P. Hurd, Assistant Treasurer.

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston, Jan. 19th, 1909.

Then personally appeared William B. Rice, to me personally known and known to me to be the William B. Rice described in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed. Before me,

John D. Hardy, Notary Public [SEAL]

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston, Jan. 19th, 1909.

Then personally appeared Harry L. Rice, to me personally known and known to me to be the Harry L. Rice described in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed. Before me,

John D. Hardy, Notary Public [SEAL]

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston, Jan. 19th, 1909.

Then personally appeared John H. Richardson, to me personally known and known to me to be the John H. Richardson described in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed. Before me,

John D. Hardy, Notary Public [SEAL]

SCHEDULE A.

Total indebtedness as of December 1, 1908.

Notes payable	\$28,000.00	
Bills payable	4,158.50	
	<hr/>	\$32,158.50

SCHEDULE B.

Stock, Equipment, etc. on hand as per inventory of September, 1, 1908.

Furniture & Fixtures,	\$490.75	
Factory Equipment (Machine Shop)	244.67	
Raw Material (drop forgings)	339.44	
Patterns, jigs, etc. (including one set in England)	7,195.96	
Richardson Sole Sewing Machines, new, Second-hand and rebuilt, Machine parts, supplies, etc.,	13,231.68	
	<hr/>	21,502.50

SCHEDULE D.

Patents (including applications and interests) of Richardson Company.

a. United States.

No. 467,878,	Jan. 26, 1892,	George R. Peare assignor of 1/2 to E. L. Sprague; Sewing Machine.
No. 511,357,	Dec. 26, 1893,	George R. Peare assignor to Steam Heated Horn Co.; mechanical movement.
No. 526,325,	Sep. 18, 1894,	George R. Peare Shoe Sewing Machine.
No. 556,159,	Mar. 10, 1896,	George R. Peare assignor to Steam Heated Horn Company; Shoe Sewing Machine.

- No. 554,238, Feb. 11, 1896, Herbert H. Buffum assignor to Steam Heated Horn Company ; Sewing Machine.
- No. 570,902, Nov. 10, 1896, Herbert H. Buffum assignor to Steam Heated Horn Company ; Sewing Machine.
- No. 570,969, Nov. 10, 1896, Daniel W. Stevenson assignor of 1/2 to E. L. Sprague ; Sewing Machine.
- No. 577,397, Feb. 16, 1897. E. P. Richardson assignor to John H. Richardson, Trustee ; Shoe Sewing Machine.
- No. 599,253, Feb. 15, 1898, E. P. Richardson assignor to John H. Richardson, Trustee ; Shoe Sewing Machine.
- No. 648,528, May 1, 1900, John H. Richardson ; Shoe Sewing Machine.
- No. 663,100, Dec. 4, 1900, John H. Richardson ; Sewing Machine Horn.
- No. 710,612, Oct. 7, 1902, E. P. Richardson assignor to John H. Richardson, Trustee ; Shoe Sewing Machine.
- No. 710,613, Oct. 7, 1902, E. P. Richardson, Assignor to John H. Richardson, Trustee ; Presser-Foot Mechanism for Shoe Sewing Machines.
- No. 885,378, Apr. 21, 1908, E. P. Richardson Assignor to Richardson Shoe Machinery Company ; Treadle Mechanism for Shoe Sewing Machines.

b. Great Britain.

- No. 3791/98, Feb. 18, 1898, H. H. Lake on communication from Steam Heated Horn Co. ; Boot Sole Stitching Machine. This patent is taken over subject to abandonment if the same

shall be found to have been abandoned.

No. 21,992/00, Dec. 4, 1900, Issued to Henry Harris Lake on communication from Steam Heated Horn Co.; Improvements in Sewing Machine Horns. This patent is taken over subject to abandonment if the same shall be found to have been abandoned.

No. 21,786/02, Oct. 7, 1902, Issued to Henry Harris Lake on communication from Steam Heated Horn Co. Assigned to Richardson Shoe Machinery Co.; Improvements on machines for Sewing Boots and Shoes.

c. France.

No. 374,644, Feb. 14, 1907, Richardson Shoe Machinery Co.; Treadle Mechanism for Shoe Sewing Machines.

d. Germany.

No. 112,699, Feb. 19, 1908, Steam Heated Horn Co.; Looper or Whirl for Shoe Sewing Machines. This patent is taken over subject to abandonment if the same shall be found to have been abandoned.

No. 194,735, Feb. 20, 1907, Richardson Shoe Machinery Co.; Treadle Mechanism for Shoe Sewing Machines.

e. One-half interest in the machines, inventions therein and any Letters Patent that may be obtained therefor relating to Cutting Press or Clicking Machine referred to in Agreement (mentioned in Paragraph 11) dated April 27, '08, between Essex Machine Company and Richardson Shoe Machinery Company, subject to

and with the benefit of all agreements set forth in said agreement of April 27, '08.

SCHEDULE C.

Machines owned by Richardson Company in possession of
Customers on Loan Agreement.

Richardson Sole Sewing Machines.	In the factory of	City or Town and State.
No. 1	Rice & Hutchins, Inc.	Marlboro, Mass.
" 2	"	"
" 4	"	"
" 5	"	"
" 7	"	"
" 8	"	"
" 20	"	"
" 23	A. F. Cox & Son	Portland, Me.
" 25	The Drew-Selby Co.	Portsmouth, O.
" 30	W. D. Brackett Co.	Nashua, N. H.
" 31	Krohn Fechheimer & Co.	Cincinnati, O.
" 32	Meldola & Coon	Rochester, N. Y.
" 33	Cushman Hollis Co.	Auburn, Maine.
" 41	Krohn Fechheimer & Co.	Cincinnati, O.
" 48	Rice & Hutchins, Inc.	Marlboro, Mass.
" 58	The Drew-Selby Co.	Portsmouth, O.
" 59	Meldola & Coon	Rochester, N. Y.
" 61	J. H. Winchell & Co.	Haverhill, Mass.
" 64	Newport Shoe Co.	Lowell, Mass.
" 65	Worcester Slipper Co.	Worcester, Mass.
" 68	John W. Russ Co.	Haverhill, Mass.
" 69	A. H. Berry Shoe Co.	Portland, Me.
" 72	Rice & Hutchins, Inc.	Marlboro, Mass.
" 73	The Scheipple Shoe Mfg. Co.	Cincinnati, O.
" 74	Houghton, Hibard & Warren	Somersworth, N. H.
" 75	Rice & Hutchins, Inc.	Marlboro, Mass.
" 79	Dingley Foss Shoe Co.	Auburn, Maine.
" 83	Rice & Hutchins, Inc.	Marlboro, Mass.
" 84	"	"

No. 97	Houghton, Hibard & Warren	Somersworth, N. H.
" 99	John W. Russ Co.	Haverhill, Mass.
" 106	Cushman Hollis Co.	Auburn, Me.
" 108	" "	"
" 110	Dingley-Foss Shoe Co.	Auburn, Me.
" 115	The Drew-Selby Co.	Portsmouth, O.
" 118	Hilliard & Tabor	Haverhill, Mass.
" 119	Woodbury Shoe Co.	Beverly, Mass.
" 120	Cushman Hollis Co.	Auburn, Me.
" 124	Houghton, Hibard & Warren	Somersworth, N. H.
" 131	Bartels, Thelen & Co.	Chelsea, Mass.
" 135	" "	"
" 140	Woodbury Shoe Co.	Beverly, Mass.
" 141	Dingley-Foss Shoe Co.	Auburn, Me.
" 143	Hilliard & Tabor	Haverhill, Mass.
" 144	Gale Shoe Mnfg. Co.	Portsmouth, N. H.
" 145	National Shoemakers	Auburn, Me.
" 146	Knipe Bros. Inc.	Ward Hill, Mass.
" 151	" " "	"
" 153	National Shoemakers	Auburn, Me.
" 157	The Selby Shoe Co.	Portsmouth, O.
" 158-176	The Craddock-Terry Co.	Lynchburg, Va.
" 160	National Shoemakers	Lewiston, Me.
" 161	Harrisburg Shoe Mfg. Co.	Harrisburg, Pa.
" 163	Millett Woodbury & Co.	Beverly, Mass.
" 183	Bartels, Thelen & Co.	Chelsea, Mass.
" 184	" " "	"
" 185	" " "	"
" 186	" " "	"
" 191	" " "	"
" 202	W. H. McElwain Company	Manchester, N. H.
" 204	" "	"
" 205	" "	"
" 206	" "	"
" 207	" "	"
" 208	" "	"

No. 209	Rice & Hutchins, Inc.	Marlboro, Mass.
" 210	W. H. McElwain Company	Manchester, N. H.
" 211	" "	"
" 212	" "	"
" 213	" "	"
" 214	" "	"
" 215	" "	"
" 216	Harrisburg Shoe Mfg. Co.	Harrisburg, Pa.
" 217	" "	"
" 218	Rice & Hutchins, Inc.	Marlboro, Mass.
" 219	Cushman Hollis Co.	Auburn, Me.
" 220	Newport Shoe Co.	Lowell, Mass.
" 221	Gale Shoe Mfg. Co.	Portsmouth, N. H.
" 222	" " "	"
" 229	Bartels, Thelen & Co.	Chelsea, Mass.
" 230	" " "	"
" 260	" " "	"
" 261	" " "	"
" 264	" " "	"
" 265	Millett Woodbury & Co.	Beverly, Mass.
" 266	Bartels, Thelen & Co.	Chelsea, Mass.
" 270	C. M. Brett Co.	Hudson, Mass.
" 272	Bartels, Thelen & Co.	Chelsea, Mass.
" 288	J. L. Walker & Co.	Lynn, Mass.
" 296	" "	"
" 308	Watson-Plummer Shoe Co.	Dixon, Ill.
" 310	" " " "	"
" 322	A. M. Creighton,	Lynn, Mass.
" 326	Rice & Hutchins	South Braintree
" 329	D. Harry Chandler	Vineland, N. J.
" 332	Luddy & Currier	Dover, N. H.
" 353	Woodbury Shoe Co.	Beverly, Mass.
" 333	Watson-Plummer Shoe Co.	Dixon, Ill.
" 362	Luddy & Currier	Dover, N. H.
" 365	Luddy & Currier	Dover, N. H.

The rental agreements for the one hundred (100) machines above enumerated have been signed and are in the possession of the Richardson Company.

The following enumerated machines are out on trial and rental agreements have not as yet been executed.

No. 363	Sherwood Shoe Co.	Rochester, N. Y.
" 364	Badger State Shoe Co.	Madison, Wis.
One Machine	J. H. Winchell & Co.	Haverhill, Mass.

PLAINTIFF'S EXHIBIT 126.

[Put in Evidence, page 577.]

This agreement made this first day of December, A. D. 1908, by and between John H. Richardson, of Cliftondale, Massachusetts, and the United Shoe Machinery Company, a corporation duly organized under the laws of the State of New Jersey, (hereinafter called the "United Company"), Witnesseth:

That whereas the United Company is engaged throughout the United States of America and elsewhere in the business of manufacturing and dealing in and with machinery, tools, mechanisms, devices, findings, materials, supplies, methods, processes and things for use in the manufacture of footwear and for leather working, and

Whereas, the said Richardson desires to enter into the employment of the said United Company and the said United Company desires to secure the services and inventions of the said Richardson together with the covenants and agreements on the part of the said Richardson herein contained,

Now, Therefore, be it Known that the said Richardson in consideration of the covenants and agreements on the part of the United Company herein contained does hereby covenant and agree to and with the said United Company as hereinafter set forth, and does hereby make the transfers and assignments hereinafter contained and the said United Company in consideration of the covenants, agreements and assignments on the part of the said Richard-

son hereinafter contained does hereby covenant and agree to and with the said Richardson as hereinafter set forth.

1. The said Richardson hereby covenants and agrees to and with the said United Company that for a term of one year beginning with the date hereof he will render and give his time, services and skill exclusively to the said United Company for the accomplishment of such purposes and the performance of such duties as shall from time to time be assigned to him by the said United Company or such person as may be designated for such purpose by the said United Company, and that he will at all times faithfully and truly and to the best of his skill and ability, act diligently and loyally for the promotion of the interests of the said United Company.

2. The said Richardson has sold and does hereby sell, assign, transfer and set over unto the said United Company any and all inventions and improvements which he may at any time hereafter, prior to the expiration of said period of one year beginning with the date hereof or at any time within ten years from the expiration of said period of one year, make, either as sole inventor or as joint inventor with another or others, and whether made in or out of the usual working hours or upon the premises of the said United Company or otherwise, in, relating to or designed or adapted for use in machinery, tools, mechanisms, devices, findings, materials, supplies, methods, processes or things designed or adapted for use in the manufacture of footwear or in the manipulation or working of leather or in or relating to or designed or adapted for use in the manufacture of any such machine or of such other articles or things or in or relating to or designed or adapted for use in any machinery, tools, mechanisms, devices, materials, supplies, processes or things designed or adapted for use in such manufacture of machinery or of such other articles or things or in, relating to or in any manner designed or adapted for use in any of the factories or in the business of said United Company or of any of the Companies now or hereafter owned or controlled by it, and has likewise sold and does hereby sell, assign, transfer and set over unto the said United Company all inventions, improvements, Letters Patent and Applications for Letters Patent (both of the United

States of America and of any and all other countries) and all right, title and interest therein, thereunder or thereto which the said Richardson now owns, controls or has any right by agreement or otherwise to acquire, take over, convey or cause to be conveyed, or which he may at any time during said term of one year or at any time with said period of ten years after the expiration of said term of one year, own, control or have any right by agreement or otherwise to acquire, take over, convey or cause to be conveyed, in, relating to or designed or adapted for use in any machinery, tools, mechanisms, devices, findings, materials, supplies, methods, processes or things of the kinds hereinbefore referred to in this article hereof, or in the manufacture thereof or in, relating to or designed or adapted for use in any machinery, methods, processes or other articles or things designed or adapted for use in such manufacture or in, relating to or in any manner designed or adapted for use in any of the factories or in the business of the said United Company or any Companies now or hereafter owned or controlled by it.

To Have and to Hold all of said inventions, improvements, Letters Patent, applications for Letters Patent, interests and rights to said United Company, its successors and assigns to its and their own use and behoof absolutely.

3. The said Richardson hereby covenants and agrees to and with the said United Company that he will promptly disclose to the President, General Manager, Superintendent or Counsel of said United Company all inventions, improvements, Letters Patent, applications for Letters Patent, interests and rights included within the terms of Article 2 hereof which he now has or has any right by agreement or otherwise to acquire, take over, convey or cause to be conveyed, and that upon making any invention or improvement, or acquiring any right, title or interest in, to or under or any right to acquire, take over, convey or cause to be conveyed any invention or improvement, Letters Patent or application for Letters Patent or interest or right therein included within the terms of Article 2 hereof, he will forthwith disclose the same to the President, General Manager, Superintendent or Counsel of said United Company ;

that he will repeat such disclosures and fully explain the same when and as often as may be requested by said officers of the said United Company or any of them, and that he will, and his heirs, executors and administrators shall, at any and all times upon the request of the said officers of the said United Company or any of them, perform or cause to be performed all such acts, will execute or cause to be executed all such applications, specifications, powers of attorney or other instruments in such manner and form as the United Company or its counsel for the time being shall deem proper to obtain the grant of Letters Patent of the United States and of any and all other countries where it may be desired to obtain Letters Patent therefor covering the inventions and improvements under the terms of said Article 2 hereof conveyed or provided to be conveyed and to fully and completely vest and confirm in the said United Company or in such nominee or nominees as the said United Company shall designate to take title to the same so far as is within the power of the said Richardson, his heirs, executors or administrators to the full and complete right, title and interest in, to and under all such Letters Patent and the entire right, title and interest in, to and under all inventions, improvements, Letters Patent and applications for Letters Patent, interests and rights included within the terms of Article 2 hereof and thereby conveyed or provided to be conveyed and to enable the said United Company to secure and enjoy the full benefits and advantages thereof—all without further consideration than that hereinafter provided for but at the expense of the said United Company.

4. The said Richardson does hereby further covenant and agree to and with the said United Company that he will not at any time within said term of one year beginning with the date hereof, or at any time within ten years from the expiration of said period of one year, either directly or indirectly, individually or jointly with another or others or as partner, agent, contractor, employee or as officer or stockholder of a corporation or otherwise (excepting as an employee, officer or stockholder of the said United Company) enter into or be engaged or interested in inventing, exploit-

ing, manufacturing, selling, dealing in or developing any machinery, tools, mechanisms, devices, findings, materials, supplies, methods, processes or things designed or adapted to be employed in the manufacture of footwear or in the manipulation or working of leather or designed or adapted for use in the manufacture of any such machine or of any such other article or things or in exploiting, selling or dealing in or with any invention or Letters Patent relating to such machinery or any such other articles or things or to the manufacture thereof, or in any business so far as it consists in inventing, exploiting, manufacturing, selling, dealing in or developing any such machinery or such other articles or things, or in making, exploiting, selling, dealing in or developing any such invention or Letters Patent or in any business which will in any wise compete or interfere with the business of said United Company or of any corporation now or hereafter owned or controlled by it, and that he will not financially or otherwise encourage or assist any other person, firm or corporation in inventing, exploiting, manufacturing, selling, dealing in or developing any such machinery or such other articles or things or any inventions or Letters Patent relating thereto, or in entering into, developing or carrying on any such business.

5. The United Company, as consideration for the services of the said Richardson and for the assignments hereinbefore made or provided to be made and the covenants and agreements on the part of the said Richardson hereinbefore contained hereby covenants and agrees to and with the said Richardson to employ the said Richardson for the term of one year beginning with the date hereof and during said period to pay to said Richardson, provided the said Richardson shall continue faithfully to perform the duties of said employment and to faithfully keep and perform the covenants and agreements on his part herein contained, a salary at the rate of twenty-five hundred dollars per annum, payable in equal monthly installments of \$208.33 Dollars each.

6. In case, upon the expiration of the said period of one year beginning with the date hereof, neither the said United Company nor the said Richardson shall notify the other of the termination of

said employment, then unless a new agreement in writing shall be made said employment shall continue upon the same terms and conditions as hereinbefore provided until such time as either party shall give to the other thirty days notice of the intention to terminate the same and if such employment shall continue beyond the expiration of said period of one year beginning with the date hereof the assignments, covenants and agreements contained or provided for in Article 2 hereof shall apply to all inventions, improvements, Letters Patent, applications for Letters Patent, interests and rights of the kinds referred to in said Article 2, made, owned or acquired by the said Richardson or which the said Richardson shall have the right to acquire, take over, convey or cause to be conveyed during the further continuance of said employment and during the period of ten years thereafter, and all the covenants and agreements on the part of the said Richardson in this instrument contained shall apply to the period during which the further employment of the said Richardson shall continue and for the period of ten years thereafter.

7. The term "United Company" as herein used shall be held to include said United Shoe Machinery Company and its successors and assigns and all covenants and agreements on the part of said Richardson herein contained shall run to and may be enforced by and for the benefit of said United Company, its successors and assigns.

In Witness Whereof the said John H. Richardson has hereunto set his hand and seal and the said United Shoe Machinery Company has caused these presents to be signed in its name and on its behalf by Edward P. Hurd, its Assistant Treasurer, and its corporate seal to be hereto affixed the day and year first above written.

JOHN H. RICHARDSON [SEAL]

UNITED SHOE MACHINERY COMPANY [SEAL]

By Edwd. P. Hurd, Asst. Tres.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, Jan. 28, 1909.

On this twenty-eighth day of January, A. D. 1909, before me

personally appeared John H. Richardson to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Harold Gregory Donham, Notary Public. [SEAL]

PLAINTIFF'S EXHIBIT 127.

[Put in Evidence, page 579.]

Know all Men by these Presents: That Whereas, the Carver Cotton Gin Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at East Bridgewater in said Commonwealth (hereinafter called the "Carver Company") has heretofore been engaged in connection with its general machinery business in a business of manufacturing and dealing in machinery, mechanisms, tools and devices for use in the manufacture of footwear, and is the owner of certain property relating thereto, and is desirous of disposing of the same to the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the "United Company") ;

And Whereas, Edward Hobart is the Treasurer and a substantial stockholder of the said Carver Company and is personally desirous that the purchase of said business and property by the said United Company from the said Carver Company shall be carried through, and has in behalf of the Carver Company conducted the negotiations for said purchase by the United Company ;

Now, Therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid by the said United Company to the said Carver Company, the receipt whereof is hereby acknowledged, the said Carver Company does hereby make the sale, assignments and transfers hereinafter set forth, and enter into the warranties and covenants hereinafter contained; and the said Hobart personally in consideration of the making of said purchase by the said United Company and payment of said consideration does hereby enter into the covenants upon the part of the said Hobart hereinafter contained.

The Carver Company for the consideration aforesaid does hereby sell, assign, transfer, set over and deliver unto the said United Company, its successors and assigns, all that part of the business of the said Carver Company (excepting as hereinafter specifically provided) which consists of or relates to or is connected with manufacturing or dealing in machinery, tools, mechanisms or devices for use in the manufacture of footwear, together with the good-will thereof, and stock in trade and all other property, interests and rights relating thereto, including herein without prejudice to the generality of the foregoing all trade names, marks or brands (including the exclusive right so far as the said Carver Company is able to grant the same to the use either alone or in connection with other words or names (except the use of the Corporate name of the Carver Cotton Gin Company) of the name "Carver" as applied to machinery, mechanisms, tools or devices for use in the manufacture of footwear or business therein), all patterns, blue prints, drawings, jigs, special tools, mechanisms and devices pertaining to the business of manufacturing or dealing in such machinery, mechanisms, tools or devices; all inventions and Letters Patent of the United States and of any and all other countries which the said Carver Company now owns or has any right by agreement or otherwise to acquire or take over relating to machinery, mechanisms, tools or devices for use in the manufacture of footwear or to the manufacture thereof; all machines, mechanisms, tools, devices for use in the manufacture of footwear and all duplicate parts therefor on hand manufactured or in process of manufacture; and any and all other articles and things, interests and rights pertaining to said business.

To Have and to Hold all of said property, interests and rights of every name and nature to the said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely.

An inventory of the stock on hand of machinery, mechanisms, tools and devices and duplicate parts thereof for use in the manufacture of footwear on hand April 1, 1908 has been prepared by the said Carver Company and identified by the signature of the

said Hobart, Treasurer of the said Carver Company, and Edward P. Hurd, Assistant Treasurer of the said United Company, and a summary of the same is hereto attached; and the said Carver Company hereby warrants to the said United Company, its successors and assigns, that the property of that nature hereby conveyed includes all of the property set forth in said inventory excepting such as has been used in the regular course of business since said first day of April; that it has good title and right to convey all of the same to the said United Company free from any incumbrances, and will warrant and defend the same against the lawful claims and demands of all persons. The Carver Company also agrees to account to the United Company for any of said property which has been used since the first day of April, it being the understanding and agreement that the United Company shall have the benefits of all the said business in manufacturing or dealing in machinery, mechanisms, tools or devices for use in the manufacture of footwear done since said first day of April.

And for the consideration aforesaid the said Carver Company and the said Hobart personally do hereby covenant and agree to and with the said United Company, its successors and assigns, (the said Carver Company for itself and the said Hobart for himself but neither for the other) that they will not nor will either of them (without the consent in writing in each instance of the said United Company, its successors or assigns, and excepting in so far as the said Carver Company may be interested as a stockholder or the said Hobart as a stockholder, officer or otherwise in the said United Company, its successors or assigns) at any time within fifteen (15) years from the date of these presents directly or indirectly either jointly or severally, individually or in combination with others, as stockholder or officer in any corporation, or as owner, partner, principal, agent or otherwise enter into or be engaged or interested in or financially or otherwise assist any other person, firm or corporation in entering into, developing, engaging in or carrying on any business which relates or pertains in any way to manufacturing, selling or otherwise dealing in any machinery, tools, mechanisms or devices for use in the manufacture of footwear, or any

business which will in any way interfere or compete with the business of the said United Company, its successors or assigns, in manufacturing or dealing in or with machinery, mechanisms, tools or devices for use in the manufacture of footwear; excepting, however, that the said Carver Company reserves to itself and in no way includes as part of this transaction the business heretofore carried on by it of manufacturing the Lockett Crimping Machines, and also of manufacturing machines for grinding splitter knives other than grinders for knives for use in the manufacture of footwear; and, further, the said Carver Company reserves from the sale transfer hereby made its general machinery business (other than machinery, mechanisms, tools or devices for use in the manufacture of footwear) including the business of manufacturing, buying, selling and installing and otherwise dealing in general factory machinery such as shafting, engines, boilers, elevators and the like used by shoe manufacturers as well as others for the operation of their factories, but not including in this reservation any machinery, mechanisms, tools or devices for use in manufacturing or operating upon footwear or portions thereof or any business therein.

And for the same consideration the said Carver Company and the said Hobart, each for itself and himself but not for the other, do hereby covenant and agree to and with the said United Company, its successors and assigns, that they and either of them will at any time or times hereafter whenever requested by the United Company, its successors or assigns, its or their officers, attorneys or patent solicitors, execute and deliver or cause to be executed and delivered any and all instruments, and will do or cause to be done any and all acts which may be necessary or desired to fully vest and confirm in the said United Company, its successors and assigns, all the property, interests and rights of every name or nature hereby conveyed or intended so to be, and to carry out the full intent of this instrument.

The term "United Company" wherever herein used shall include the said United Shoe Machinery Company and its successors and assigns, and all covenants and agreements running to the said

United Company may be enforced by or for the benefit of the United Company or any successor or assignee.

In Witness Whereof the said Carver Cotton Gin Company has caused this instrument to be signed and its corporate seal to be hereto affixed by Edward Hobart, its Treasurer; and the said Edward Hobart has hereunto set his hand and seal this 30th day of April, A. D. 1908.

CARVER COTTON GIN COMPANY

By Edward Hobart, Treasurer.

EDWARD HOBART

Commonwealth of Massachusetts.

Suffolk, ss.

Boston

On this 30th day of April 1908 before me appeared Edward Hobart, to me personally known, who being by me duly sworn did say that he is the Treasurer of the Carver Cotton Gin Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Hobart acknowledged said instrument to be the free act and deed of said corporation.

Harold Gregory Donham, Notary Public.

SUMMARY OF INVENTORY SHOWING SHOE MACHINERY AND PARTS
THEREFOR IN POSSESSION OF THE CARVER COTTON
GIN COMPANY ON APRIL 1, 1908.

Gilmore Buffer	1780.59
Carver Heel Scourer	459.55
Carver Roller	298.76
Acme Leveler	1393.25
Gilmore Leveler	83.86
W. & H. Breaster	348.12
Carver Vamp Skiver	447.08
Davis Skiver	75.03

Smith Skiver	348.23
Tripp "	433.07
Stowe Splitter	624.86
Carver Cyl. Splitter	300.39
" 10" "	157.34
" 18" "	1012.09
" 26" "	364.97
" 32" "	237.55
Julian Rounder	275.25
Carver Top Piece Grinder	197.32
Adams " " Scourer	45.45
Carver Welt Cutter	55.85
" Edge Trimmer	134.85
" Counter Divider	30.28
Miscellaneous	1780.05
	<hr/>
	\$10883.79

PLAINTIFF'S EXHIBIT 128.

[Put in Evidence, page 582.]

This indenture, made this twentieth day of January 1909, by and between Harry L. Rice, of Quincy, Massachusetts, and Fred La-Chapelle, of Lynn, Massachusetts, (hereinafter called the "vendors") of the one part, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, (hereinafter called the "United Company") of the other part, Witnesseth:

That Whereas, the said vendors prior to the date of this indenture have been engaged in developing and in dealing in and with certain methods and machinery, mechanisms and devices for forming chain stitches and chain stitch seams, and certain machinery, mechanisms, tools and devices intended or adapted for use in the manufacture of footwear including especially machines, mechanisms, tools and devices intended or adapted for use in attaching welts, outsoles or insoles of welted or turned footwear, and the said vendors have represented to the United Company that they

jointly or severally own certain inventions, improvements, Letters Patent and applications for Letters Patent, and certain machines, drawings, machine parts and other property relating to such methods and machinery, mechanisms, tools and devices, and to the business of developing and dealing therein and therewith ;

And Whereas, the said vendors desire to sell and transfer to the said United Company all of such inventions, improvements, Letters Patent, applications for Letters Patent, and other property, and all interests and rights in and to such inventions, improvements, Letters Patent, applications for Letters Patent and property, and in and to all business heretofore carried on by the said vendors or either of them relating thereto and the good-will thereof; and the United Company desires to acquire the same together with the warranties and covenants on the part of the said vendors hereinafter set forth ;

Now, Therefore, be it Known that the said vendors and each of them in consideration of the covenant and agreement on the part of the United Company to make the payment hereinafter provided for do hereby make the sales, transfers, covenants and agreements on their part hereinafter set forth ; and the said United Company in consideration of said sales, transfers, covenants and agreements does hereby covenant and agree to make said payment hereinafter provided for.

1. The said vendors and each of them for the consideration aforesaid hereby sell, assign, transfer, set over and deliver to the said United Company all inventions, improvements, Letters Patent, applications for Letters Patent and interests and rights in, to and under inventions, improvements, Letters Patent and applications for Letters Patent of the United States and of any and all other countries which they own or either of them owns, or to which they are or either of them is in anywise entitled relating to methods for the formation of chain stitches or chain stitch seams intended or adapted for use in attaching the welts, outsoles or insoles of welted or turned footwear, or to machinery, mechanisms, tools or devices pertaining to such chain stitches or chain stitch seams or the formation thereof, or relating to machinery, mechanisms, tools or devices

intended or adapted in whole or in part for use in attaching in whole or in part the welts, outsoles or insoles of welted or turned footwear; and likewise for the same consideration to sell, assign, transfer and set over to the said United Company any and all inventions, improvements, Letters Patent, and interests and rights in, to and under inventions, improvements and Letters Patent which they or either of them may at any time within ten (10) years from the date hereof make, acquire, own or have any right by agreement or otherwise to acquire or take over relating to any methods, machinery, mechanisms, tools or devices intended or adapted for any such purpose or purposes.

2. And for the same consideration each of the said vendors does also hereby sell, assign, transfer, set over and deliver to the said United Company all machines, machine parts, drawings and other property which he has constructed or caused to be constructed, or which he owns or has any right by agreement or otherwise to acquire or take over relating to methods or to machinery, mechanisms, tools or devices of the kinds described in paragraph 1 hereof, or to the development or manufacture of the same, including herein any and all business and the good-will thereof heretofore carried on by him or by the vendors relating to any such methods, machinery, mechanisms, tools or devices.

To Have and to Hold all of the property, inventions, improvements, Letters Patent, applications for Letters Patent, interests and rights in paragraphs 1 and 2 hereof mentioned to the said United Company, its successors and assigns, to its and their own use and behoof absolutely.

3. And for the same consideration the said vendors do hereby jointly and severally (without prejudice to the generality of the foregoing assignments) covenant with and warrant to the said United Company that the inventions, improvements, Letters Patent and applications for Letters Patent relating to methods, machinery, mechanisms, tools and devices of the kinds enumerated in paragraph 1 hereof now owned by them or one of them and hereby conveyed include the entire right, title and interest free from any and all licenses, grants or encumbrances whatsoever in,

to and under the Letters Patent and applications for Letters Patent enumerated in the schedule hereto annexed and marked "Schedule A" and in, to and under the inventions and improvements covered thereby; that the property hereby conveyed includes the machines, drawings and other property enumerated in the schedule hereto annexed and marked "Schedule B"; and that the said property enumerated in "Schedule B" is free from any and all claims or encumbrances.

4. And for the same consideration each of the said vendors as a material part of this transaction and of the consideration for the agreement of the United Company to make the payment hereinafter provided for does hereby covenant and agree to and with the said United Company that he will not at any time within ten (10) years from the date of these presents directly or indirectly, individually or in combination with others, as principal, agent, employee or representative, or as officer or stockholder of a corporation or otherwise, without the consent in writing of said United Company, enter into or be engaged or interested in or financially or otherwise assist any other person, firm or corporation in entering into, engaging in, developing or carrying on the manufacturing of or dealing in any method, machinery, mechanism, tool or device of the kinds referred to in paragraph 1 hereof, or for the same or any similar purpose, or in any business which consists in whole or in part in manufacturing or dealing in any such method, machinery, mechanism, tool or device, or which will directly or indirectly interfere or compete with the business of the said United Company therein.

5. And for the same consideration each of the said vendors does hereby covenant and agree to and with the said United Company that without further or other consideration than that herein provided for he will make all necessary disclosures and will at any and all times hereafter upon request execute and cause to be executed any and all applications for Letters Patent, assignments, transfers, powers of attorney and other instruments, and will perform and cause to be performed any and all acts requested by the United Company which may be necessary or desired to fully and com-

pletely vest and confirm in the said United Company or its nominees all inventions, improvements, Letters Patent, applications for Letters Patent, property, interests and rights hereby conveyed or agreed or expressed to be conveyed, and to carry out the full intent of this instrument, and to enable the said United Company to secure, protect and enjoy the full benefits and advantages of all assignments and transfers herein made or provided for and of all covenants and agreements herein contained.

6. The said United Company as full consideration for the assignments and transfers herein made or provided for and for the covenants and agreements on the part of the vendors herein contained hereby agrees to pay to the said vendors the sum of ten thousand dollars (\$10,000). All parties agree that said sum shall be paid to the said Harry L. Rice as agent for said vendors to receive the same, and that the United Company shall be in no respect responsible for the application or distribution thereof. Such payment shall be made upon the execution of papers.

7. The term "United Company" wherever herein used shall include the said United Shoe Machinery Company, its successors and assigns.

In Witness Whereof the parties have hereunto set their hands and seals the day and year first above written.

HARRY L. RICE [SEAL]

FRED LA CHAPELLE [SEAL]

UNITED SHOE MACHINERY COMPANY

Edward P. Hurd, Assistant Treasurer.

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston, Jan. 20, 1909.

Then personally appeared Harry L. Rice, to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed,

Before me

John D. Hardy, Notary Public.

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston, Jan 20th 1909.

Then personally appeared Fred LaChapelle, to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed,

Before me

John D. Hardy, Notary Public.

 SCHEDULE A.

United States

Appl. Ser. No. 206,361, filed May 4, 1904 by Fred and Euclid LaChapelle for Chain-stitch Shoe Sewing Machine. This application is taken over subject to abandonment if the same shall be found to have been abandoned.

Appl. Ser. No. 261,956, filed May 24, 1905 by Fred LaChapelle for Lockstitch Shoe-sewing Machine.

Appl. Ser. No. 326,687, filed July 18, 1906 by Fred LaChapelle for Attachment for Chain-stitch Sewing Machines.

Appl. Ser. No. 332,970, filed Sept. 1, 1906 by Fred LaChapelle for Chain-stitch Seams and Methods of Making Chain Stitches.

Great Britain

Letters Patent No. 21,860/06, Oct. 3, 1906, Fred LaChapelle, Improvements in and Relating to Method of Making Stitches.

Letters Patent No. 21,870/06, Oct. 3, 1906, Fred LaChapelle, Improvements relating to Shoe Sewing Machines.

France

Letters Patent No. 370,044, Sept. 26, 1906, Fred LaChapelle,
Chain-stitch Seams
and Method of Mak-
ing Chain Stitches.

Letters Patent No. 370,045, Sept. 26, 1906, Fred LaChapelle, At-
tachment for Chain-
stitch Sewing Ma-
chines.

Germany

Appl. Ser. No. 14,986, filed Sept. 29, 1906, by Fred LaChapelle
for Chain Stitch
Seams and Methods
of Making Chain-
stitches.

Appl. Ser. No. 14,996, filed Oct. 3, 1906, by Fred LaChapelle
for Attachment for
Chain-stitch Sewing
Machines.

Dominion of Canada

Letters Patent No. 101,910, Nov. 6, 1906, Fred LaChapelle, Im-
provements in Meth-
ods of Making
Stitches.

Letters Patent No. 101,911, Nov. 6, 1906, Fred LaChapelle, Im-
provement in Extra
Thread Attachments
for Shoe Sewing
Machines.

SCHEDULE B.

1 Outsole Stitching Machine located at 493 Union Street, Lynn,
Massachusetts.

1 inseam Welting Machine located at Ashland, Massachusetts, in
the factory of Ray Bros.

Certain patterns for said machines located at Ashland, Massa-
chusetts, in the factory of Ray Bros.

Certain working sketches of the above machines.

PLAINTIFF'S EXHIBIT 129.

[Put in Evidence, page 584.]

This Agreement, made this first day of February in the year 1910, by and between W. Eugene Ellis, of Haverhill, in the County of Essex and Commonwealth of Massachusetts, and Everett D. Chadwick, of Winchester, in the County of Middlesex and said Commonwealth (hereinafter called the "vendors") of the one part, and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called the "United Company") of the other part, Witnesseth :

That Whereas each of the vendors is a stockholder, officer and director of the Ellis Lacer Company, a corporation duly organized and existing under the laws of the State of Maine (hereinafter called the "Ellis Company") which has been and now is engaged in developing and dealing in and with machinery, mechanisms and devices intended or adapted for use in the manufacture of foot wear, including especially certain devices for temporarily securing together the tops of lace shoes while the same are being lasted, said device being known in the trade and hereinafter referred to as the "Ellis Lacer"; and the vendors have represented to the United Company that they own or control all of the shares of the capital stock of the Ellis Company ;

And Whereas the vendors desire to sell and transfer to the United Company all of the shares of the capital stock of the Ellis Company and the United Company desires to acquire the same together with the warranties and covenants on the part of the vendors hereinafter set forth ;

Now, Thereafter, said parties hereto, each in consideration of the covenants and agreements on the part of the other herein contained, do hereby covenant and agree, each with the other, as follows : —

1. The vendors hereby covenant and agree that they will forthwith cause whatever steps may be necessary to be taken to convey to and vest in the United Company, or such person or persons as

the United Company shall designate to receive the same, the ownership, free from any claim or incumbrance, of all of the shares of the capital stock of the Ellis Company, and will cause such shares to be transferred upon the books of the Ellis Company and new certificates to be issued therefor in the name of the United Company or such person or persons as may be designated by the United Company therefor.

2. The vendors hereby covenant and agree that they will, as and when requested by the United Company, cause all of the present officers and directors of the Ellis Company to tender their resignations in writing to take effect upon the acceptance thereof by the directors, and that as and when requested they will cause all such actions to be taken by the directors and officers of the Ellis Company as may be necessary or desired to transfer the control and management of the Ellis Company to the United Company or to such person or persons as the United Company may designate therefor, and to cause such persons as the United Company may designate to be legally chosen officers and directors of the Ellis Company.

3. The vendors hereby jointly and severally covenant with and warrant to the United Company that the Ellis Company is a corporation duly organized and existing under the laws of the State of Maine; that the total authorized capital stock of the Ellis Company is the sum of fifty thousand dollars (\$50,000) consisting of five thousand (5000) shares of the par value of ten dollars (\$10) each; that all of said shares of capital stock have been issued as fully paid; that the schedule hereto annexed and marked "Schedule A" contains a true, accurate and complete statement of the condition of the business of the Ellis Company at the close of business on the thirty-first day of January, 1910; that the schedule hereto annexed and marked "Schedule B" is a true and complete inventory of the machinery, tools, mechanisms and appliances mentioned in "Schedule A" and that the value thereof at cost, less depreciation, is at least equal to the amount set forth as the value thereof in said "Schedule A"; that the schedule hereto annexed and marked "Schedule C" is a true, accurate and complete list of

all Letters Patent and applications for Letters Patent of the United States of America owned or controlled by the Ellis Company or to which the Ellis Company is in any way entitled; and that the schedule hereto annexed and marked "Schedule D" is a true and complete list of all lease agreements for the use by others of Ellis Lacers heretofore entered into by or for the interest or account of the Ellis Company and now outstanding.

4. The vendors hereby jointly and severally covenant and agree to and with the United Company that on this first day of February, 1910, the Ellis Company is the owner, free from any and all grants, licenses or other incumbrances whatsoever, of the entire legal and equitable title and interest in, to and under the Letters Patent and application for Letters Patent enumerated in said "Schedule C" hereto annexed and each of them and of the inventions covered thereby, and that they and each of them will warrant and defend the same to the United Company, its successors and assigns; excepting, however, from the provisions of this paragraph all Letters Patent enumerated in said "Schedule C" not originally applied for by the vendors or either of them, and the vendors covenant and agree that said excepted Letters Patent are free from any grant, license or other incumbrance made or suffered by them or either of them or by the Ellis Company and that they will and each of them shall warrant and defend the same to the United Company against all persons claiming by, through or under them or either of them or by, through or under the Ellis Company.

5. The vendors hereby jointly and severally covenant and agree to and with the United Company that they will promptly and at their own expense cause all indebtedness of the Ellis Company existing on this first day of February 1910 or arising from dealings or transactions which have taken place prior to said date to be discharged, and that they will at all times protect, indemnify and hold harmless the Ellis Company from and against any and all indebtedness and obligations whatsoever (except the obligations of the lease agreements enumerated in said "Schedule D") existing on said date or arising from dealings or transactions prior thereto and from all loss, cost, damage or expense arising therefrom; not

including, however, cost, damage or expense arising out of any suit which may hereafter be brought by others against the Ellis Lacer Company for infringement of patents by or by reason of the manufacture or sale of Ellis Lacers.

6. Each of the vendors hereby sells, assigns, transfers, sets over and delivers to the United Company all inventions, improvements, Letters Patent of the United States of America and of all other countries and states of the Western Hemisphere, applications for such Letters Patent, and all interests and rights in, under or to such inventions, improvements, Letters Patent and applications for Letters Patent which he has or controls or to which he is in any way entitled or which at any time within five (5) years from the date of this agreement he shall make, own, acquire or have any right by agreement or otherwise to acquire or take over relating to machinery, mechanisms or devices useful for or adapted to the purpose for which Ellis Lacers are designed; and each of the vendors covenants and agrees that he will make all necessary disclosures and will at any and all times hereafter upon request execute or cause to be executed any and all assignments of or applications for Letters Patent and any and all other instruments, and perform and cause to be performed any and all acts which may be necessary or proper to carry out the full intent of this instrument and to enable the United Company to secure, protect, and enjoy the full benefits and advantages of all assignments and transfers herein provided for and of the covenants herein contained.

7. The vendors hereby jointly and severally covenant and agree to and with the United Company that they will not and that neither of them shall during the period of five (5) years beginning with the date of this agreement directly or indirectly, individually or in combination with others enter into or be engaged or interested in or financially or otherwise encourage or assist any other person, firm or corporation, in entering into, developing or carrying on in the United States of America any business of manufacturing or dealing in machinery, mechanisms, devices or other articles or things useful for or adapted to the purpose for which Ellis Lacers are designed.

8. The United Company as full consideration for the assignments and transfers herein made or provided for and for the covenants herein contained hereby agrees to pay to the said vendors the sum of one hundred twenty-five thousand dollars (\$125,000) said sum to be paid to W. E. Ellis as agent for said vendors to receive the same and such payment to be made on or before the fourth day of February, 1910.

9. The term "United Company" wherever herein used shall include the said United Shoe Machinery Company, its successors and assigns, and all covenants binding upon the vendors shall bind them and their respective heirs, executors, administrators and assigns.

In Witness Whereof the parties hereto have hereunto and to another instrument of like tenor set their hands and seals the day and year first above written.

W. EUGENE ELLIS

EVERETT D. CHADWICK

UNITED SHOE MACHINERY COMPANY

By George W. Brown, Vice President.

United States of America.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, February 4, 1910.

Then personally appeared the above named W. Eugene Ellis and Everett D. Chadwick, personally known to me and known to me to be the persons who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed. Before me

Emile H. Tardivel, Notary Public.

SCHEDULE A.

Memorandum of Assets, February 1, 1910.

Wire.	Lbs.	Price Per Lb.	Total.
#055	33	.20	6.60
054	1045	.10	104.50
050	191½	10	19.15

910

EXHIBITS FOR THE UNITED STATES.

048	1288	20	257.60	
041	2861	20	572.20	
033	1084	25	271.00	
Single Lace Wire				
026 x 6	181	07	12.67	
026 x 92	132	14	18.48	
In Process.				
048	24	20	4.80	
041	17	20	3.40	
033	37	25	9.25	
Defective, Returnable to Trenton Wire Co.				
054	130½	10	13.05	
048	262½	20	52.50	
041	126	20	25.20	
Defective in part, B. U. S. M. Co.				
050 (Cost 10)	500	05	25.00	
			<hr/>	
			\$1,395.40	
		2%	27.91	
			<hr/>	
				\$1,367.49
Japan, as per list attached,				80.60
Sundries, "				44.90
Lacers in Process,				
266 Gross, per Gross,	.50			133.00
Accounts Receivable.				
Customers', per List		\$9,233.82		
Less H. E. Locke & Company		2,853.27		
		<hr/>		
		6,380.55		
Less Doubtful Accounts,		346.90		
		<hr/>		
		6,033.65		
Less 2%		120.67		
		<hr/>		
		5,912.98		
Less Customers' Payable,		263.00		
		<hr/>		
				5,649.98

PLAINTIFF'S EXHIBIT 129.

911

Cash in Bank, per Cash-Book,	1,195.23
Certificate of Deposit, Haverhill Trust Com- pany, Interest to Feb. 1st, 1910, included,	1,071.34
Finished Stock, as per List, 4421 gross,	4,421.00
Machinery, Tools, Jigs, etc., Valued at,	2,500.000
	<hr/>
	16,463.54

Other Assets.

H. E. Locke & Company, Account	2,853.27	
Note, H. F. Jorgarson	500.00	
One (1) Bond, Uncas Trust Co. and interest,	1,020.42	4,373.69
	<hr/>	<hr/>

Total,

\$20,837.23

Less the following Book Accounts
not included in above Assets.

Paradise Theatre	24.00	
Hiram Abram	41.60	
Pastum Theatre	69.17	
Common Sense Gear Co.	25.00	
Chas. F. Gilmore	18.83	
Lovers Leap Spring Water Co.	22.50	
Hub Bottling & Extract Co.	20.00	
Willow Transportation Co.	5.00	
Empire Ticket Co.	586.30	
	<hr/>	812.40
		<hr/>
		\$20,024.83

SCHEDULE B.

- 2 — Molding Presses with complete set of dies.
- 2 — .033 Power Adjustable Lacer Machines.
- 2 — .041 Power Adjustable Lacer Machines.
- 3 — Small Power Presses with complete set of dies.
- 1 — Tubbing Machine.
- 1 — Automatic Single Lacer Machine with complete set of forming dies.
- 1 — Foot Press with five changeable Parts.

- 1 — Automatic Forming Machine with Reel and Wire Straightener Machine combined. Complete set of shafts and plates.
- 1 — Wire Straightening and cutting machine with Reel.
- 2 — End Cutting Machines.
- 1 — .054 End Turning Power Machine.
- 1 — .048 " " " "
- 1 — .041 " " " "
- 3 — Women's Hand Forming Machine with complete set of back shafts and plates.
- 4 — Men's Hand Forming Machines with complete set of back shafts and plates.
- 1 set .048 Hand Adjustable Lacer Machine.
- 1 set .041 " " " "
- 1 set .033 " " " "
- 5 — Hand End Turning Machines.
- 1 — Label Stamping Device.
- 1 — Wire Shoe Lacing Machine (uncompleted).
- 1 — Die (chips).
- Japan outfit with two ovens.
- Lot of shafting, belting, hangers, etc., used in connection with above machines.

SCHEDULE C.

List of Letters Patent of the United States of America Owned by
Ellis Lacer Company.

Name	Number	Date
Ellis, W. E.,	688,297	Dec. 10, 1901
" " "	704,451	July 8, 1902
" " "	729,300	May 26, 1903
" " "	774,659	Nov. 8, 1904
" " "	808,028	Dec. 19, 1905
" " "	825,710	July 10, 1906
" " "	915,755	Mar. 23, 1909
" " "	920,293	May 4, 1909
" " "	920,294	May 4, 1909
" " " & E. D. Chadwick	795,209	July 18, 1905

Pierce, Chas. S.,	615,894	Dec. 13, 1898
Baker, Andrew H.	624,287	May 2, 1899
Leonard, Curtis N.,	652,368	June 26, 1900
		(two-thirds interest)
Harlow, Cushing C.,	653,929	July 17, 1900
Sweeney, W. E.,	715,316	Dec. 9, 1902
Whelan, T. F.,	936,691	Oct. 12, 1909

List of Applications for Letters Patent of the United States of
America Owned by Ellis Lacer Company.

Ellis, W. E.	Serial No. 335,560	filed Sept. 21, 1906
" " "	" " 501,471	" June 11, 1909
" " "	" " 525,987	" Nov. 3, 1909

SCHEDULE D.

Agreement dated January 13, 1909 between the Ellis Lacer Company as lessor and Burley & Stevens, Inc., as lessee.

Agreement dated December 1, 1908 between H. E. Locke & Co. as lessor and J. Herman & Co. as lessee.

Agreement between H. E. Locke & Co. as lessor and Whitman & Keith as lessee.

PLAINTIFF'S EXHIBIT 130.

[Put in Evidence, page 586.]

This Agreement, made at Boston, Massachusetts, this 3rd day of February, 1910, by and between

Alexander H. Lewis of Glendale, Ohio

Alfred J. Becht of Cincinnati, Ohio

Morris McGrew of Cincinnati, Ohio

Samuel J. Wentworth of Newport, Kentucky

Pearl J. Wentworth of Newport, Kentucky

Jesse S. Wentworth of St. Louis, Mo.

Bayard L. Kilgour of Cincinnati, Ohio.

hereinafter called the vendors, parties of the first part, and the United Shoe Machinery Company, a corporation organized and

existing under the laws of the State of New Jersey (hereinafter called the United Company), party of the second part Witnesseth :

That Whereas each of the said vendors is a stockholder and director, and certain of the vendors are officers in and of The Wentworth Company, a corporation organized and existing under the laws of the State of Ohio, engaged in the business of inventing, developing, exploiting, manufacturing and dealing in certain machinery and devices designed or adapted for use in the manufacture of footwear, including especially machinery and devices of the kinds hereinafter in Article Five hereof referred to; and the said vendors have represented to the United Company that they are jointly or severally the owners of, or control and have the right to dispose of all of the shares of the capital stock of the said The Wentworth Company; and have agreed with the United Company as hereinafter set forth.

Now Therefore : the said vendors on the one part and the said United Company on the other part, each in consideration of the covenants and agreements on the part of the other, hereinafter contained, do hereby covenant and agree, each with the other, as hereinafter set forth, viz :

One. The said vendors, and each of them, hereby covenant and agree to and with the said United Company, that the vendors will forthwith cause all such votes to be passed, actions to be taken and instruments to be executed, by and on behalf of the said The Wentworth Company, as may be necessary or requested by the said United Company, to transfer to and vest in the United Company the entire property, assets, business and good will, interests and rights of the said The Wentworth Company, of whatsoever name and nature and wherever located (excepting such property, interests and rights, if any, as the United Company shall elect not to take over from The Wentworth Company).

Two. The said vendors, and each of them, do further covenant and agree to and with the said United Company that the vendors will forthwith, upon request after the execution of such instruments as may be called for by the United Company to carry out the transfers provided for in Article One hereof, cause all such steps to be

taken as may be necessary, or requested by the United Company, to replace the present directors and officers of The Wentworth Company by such persons as may be designated therefor by the United Company; and that the vendors will transfer to and cause to be transferred to and vested in such persons as may be designated by the said United Company therefor, the ownership of all of the shares of the capital stock of The Wentworth Company issued and outstanding.

Three. The said vendors, and each of them, hereby covenant with and warrant to the said United Company as follows, viz: —

1. That the said The Wentworth Company is a corporation organized and existing under the laws of the State of Ohio; that the total authorized capital stock of The Wentworth Company is the sum of one hundred and fifty thousand dollars (\$150,000.00), divided into fifteen hundred (1500) shares of the par value of one hundred dollars (\$100.00) each; that of said fifteen hundred (1500) shares three hundred (300) shares, of the total par value of thirty thousand dollars (\$30,000), remain in the corporation unissued; and that the total capital stock of the said The Wentworth Company, issued and outstanding, consists of twelve hundred (1200) shares of the total par value of one hundred and twenty thousand dollars (\$120,000.00).

2. That on the 9th day of December 1909 the condition of The Wentworth Company as to Assets and Liabilities was as is set forth in the "Statement of The Wentworth Company as of Dec. 9th, 1909" submitted by the vendors to the United Company and a copy of which is hereto attached marked Schedule A; and that since the said 9th day of December 1909 no change has been made, or prior to the actual transfer to the United Company will be made, in the condition of The Wentworth Company, Assets reduced or Liabilities increased, excepting such ordinary changes as have resulted or shall result from the carrying on of the commercial business of The Wentworth Company in ordinary course, since said date.

3. That the said The Wentworth Company is the owner of and

that the transfer herein provided to be made to the United Company shall include the following, viz: —

(a) The entire right, title and interest in, to and under each and all of the Letters Patent and applications for Letters Patent, of the United States and all other countries, which are enumerated in the schedule hereto annexed marked Schedule B, and all inventions covered thereby.

(b) All of the machinery, fixtures, tools, materials, merchandise, duplicate parts, supplies, drawings, patterns, blue prints, jigs, models, furniture, experimental machines and devices, records, files, books of entry and account and other property which were included in said "Statement of The Wentworth Company as of Dec. 9th, 1909"; were owned by The Wentworth Company or to which the said The Wentworth Company was entitled on said date or which since said date have been, or prior to the actual transfer to the United Company shall have been acquired by The Wentworth Company (subject however, in respect to stock, materials and supplies, to such changes as shall have resulted from the carrying on of the commercial business of The Wentworth Company in ordinary course between said December 9th and said actual transfer.)

(c) All of the machines on hand or elsewhere, not under lease, mentioned in the schedule hereto annexed marked Schedule C, and all of the machines on lease, mentioned in said Schedule C (subject, however, to the rights of the lessees under the leases thereof.)

(d) Current accounts, rental accounts and accrued rentals as set forth in said statement of December 9th, with such additions thereto as have occurred or resulted from business done since said date, and less such amounts thereof as have, since said December 9th, by payment thereof, been reduced to cash.

(e) Cash to the amount set forth in said statement of December 9th, to wit: four thousand eight hundred and seventy seven dollars and seventeen cents (\$4,877.17); plus all collections made since said, and less such sums if any as have been expended since said date out of said cash on hand in payment for goods purchased since said date by The Wentworth Company in ordinary course

of business for the ordinary carrying on of the business of The Wentworth Company; in payment of the wages of the employees of The Wentworth Company dating from said December 9th, in the ordinary course of business and at the same rate as before said December 9th; in payment in ordinary course of the rental for premises becoming due after said December 9th; and less any payments of ordinary petty cash expenses of the carrying on of said commercial business since said date — but not deducting from the cash on hand December 9th or received since said date any amounts paid on account of any indebtedness of any nature existing prior to December 9th, or arising out of any transactions which took place prior to said date; and not deducting any payments whatsoever on account of any attorney's fees or legal expense whatsoever or on account of any matters, transactions or things other than those above expressly provided to be deducted. In case any deductions have been made from said cash on hand December 9th or received since said date other than the deductions above expressly provided to be made, the amount thereof shall be refunded by the said vendors.

Four. It is the agreement upon which the amount of the consideration herein provided to be paid is based, that all the property hereinbefore provided to be conveyed, shall be conveyed to and vested in the United Company free from debt claim or incumbrance, and that The Wentworth Company shall be turned over to the United Company as hereinbefore provided, free from indebtedness and direct or contingent obligations (excepting as hereinafter in this Article Four hereof expressly provided), and to that end the said vendors, and each of them, do hereby covenant with and warrant to the United Company that the vendors will forthwith, and at their own expense, cause to be discharged, all indebtedness and direct or contingent obligations of the said The Wentworth Company (excepting as hereinafter in this Article Four hereof expressly provided), and that they, the said vendors, will indemnify, protect and hold harmless the said The Wentworth Company, and the said property so agreed to be conveyed to the United Company from and against any and all claims, liability, indebtedness and obliga-

tions existing at the time of the transfer to the said United Company, or arising from any acts or transactions prior thereto. Excepting However, any indebtedness existing for goods purchased since said December 9th by The Wentworth Company for the ordinary carrying on of the business of The Wentworth Company since said date and any indebtedness to employees for wages in ordinary course and at the established rate dating from said December 9th and excepting the obligations, if any, of The Wentworth Company accruing after said transfer to the United Company under certain agreements of The Wentworth Company, the original or a copy of each of which has been furnished by the vendors to the United Company prior to the execution of this agreement and which are included in the list set forth in the schedule hereto annexed and marked Schedule D.

Five. Each of the said vendors for the protection of the good will and business herein provided to be conveyed to the United Company, does hereby covenant and agree to and with the said United Company that he will not individually or in combination with others, directly or indirectly, in any capacity, at any time within a period of ten (10) years from the date of this agreement, without the consent in writing of the United Company first obtained, enter into or be engaged or interested in originating, manufacturing, developing, exploiting or dealing in any machinery or devices of any kind heretofore dealt in, exploited, manufactured, or built (whether in the form of a model, experimental or commercial machine or device) or originated by or for the said The Wentworth Company — including machinery and devices as follows, viz:

Machines or devices for Beating or Pounding the bottom or sides of heel seats or toes of foot-wear.

Machines or devices for any of the purposes of the machine heretofore put out by The Wentworth Company, and known as the Wentworth Shank Machine; a circular concerning which is hereto attached, marked "E."

Machines or devices for assembling the portions of foot-wear over the last prior to or preparatory to the pulling-over and last-ing operations.

Ironing devices like those, or for the same or a like purpose to those heretofore manufactured by or for The Wentworth Company.

or any machinery or devices intended or adapted for a like purpose, and that he will not compete or interfere with the business of the said United Company in machinery or devices of said kinds or for said purposes.

Six. Nothing herein contained shall be construed as a warrantee of the validity of any of the Letters Patent herein provided to be conveyed. Neither do the vendors warrant that the machines or devices heretofore constructed in accordance with the constructions covered by said Letters Patent, do not infringe other Letters Patent not owned or controlled, in whole or in part, by The Wentworth Company or by any of the vendors, but each of the vendors does hereby assign to the United Company any other inventions, Letters Patent, and applications for Letters Patent, and interests and rights in, to, or under inventions, Letters Patent or applications for Letters Patent (if there are any such), which he owns or controls which apply to the constructions or methods covered by said Letters Patent, or constructions like those heretofore put out by The Wentworth Company.

Seven. The United Company in consideration of the foregoing covenants, agreements and warranties on the part of the said vendors, does hereby covenant to and with the said vendors that upon the receipt by the United Company of the instruments which the United Company may call for to make the transfers provided for in Articles One and Two hereof, the United Company will pay to the said vendors the sum of Sixty Thousand (60,000) dollars.

It is agreed that such payment by the United Company may be made by check or draft to the order of Alfred J. Becht, one of the vendors, who shall receive the same as agent for the vendors, for application and distribution among the persons entitled thereto; and it is agreed that the United Company shall have no responsibility for the application or distribution of the amount so paid.

Seven. The term United Company as herein used includes the said United Shoe Machinery Company, its successors and assigns.

In Witness Whereof, said parties of the first part have hereunto, and to another instrument of even date and like tenor, set their hands and seals, and the United Company has executed this instrument in duplicate, the date and year first above written.

ALEXANDER H. LEWIS [SEAL]

ALFRED H. BECHT [SEAL]

MORRIS MCGREW [SEAL]

SAMUEL J. WENTWORTH [SEAL]

PEARL J. WENTWORTH [SEAL]

JESSE S. WENTWORTH [SEAL]

BAYARD L. KILGOUR [SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

L. A. Coolidge, Treasurer.

State of Ohio, ss.

Hamilton County.

I, Wallace Burch, hereby certify that I am a duly constituted Notary Public in and for the State of Ohio, County of Hamilton, and that the above signatures to this instrument were subscribed in my presence and acknowledged before me to be their voluntary act and deed for the uses and purposes therein named.

Wallace Burch,

[SEAL]

Notary Public in and for Hamilton County, Ohio.

—
" A "

Statement of The Wentworth Company as of Dec. 9th, 1909.

ASSETS.

Machinery, Fixtures & Tools, at cost	.	\$2,564.17	
Less 10% depreciation for 4 mos	.	85.47	
			\$2,478.70
Inventory, Machines finished, in process, and out on trial; also materials, merchandise, duplicate parts and supplies of all kinds, at Cincinnati, Boston and St. Louis, all taken at shop cost	.		6,093.16

Inventory, Finished Machines (Canadian-made)		
in Montreal, Canada, all taken at cost,	2,720.00	
Duplicate parts and supplies, in Montreal,		
all taken at cost	209.62	
	<hr/>	2,929.62
Inventory, Finished Machines (American-		
made) in Germany and France, all taken		
at shop cost		157.64
Inventory, One Ideal Lasting Machine (in		
dispute) at cost		475.00
Patents, Domestic Patents, at cost to us .	11,412.31	
Foreign Patents, at cost to us .	1,183.04	
Patterns, Domestic Patterns	456.72	
Foreign Patterns	343.75	
Power Hammer, Consignment Account .	45.00	
Electric Ironer & Hammer Account . .	88.75	
Pounding Hammer Account	78.85	
Unexpired Insurance at Cinti., Boston and		
Canada		68.29
Current accounts due from customers to Dec.		
9th, inclusive	1,975.26	
Rental accounts due from customers to Dec.		
9th, inclusive	1,338.51	
	<hr/>	3,313.77
Accrued rentals to Dec. 9th, 1909, inclusive,		
not charged up	1,617.45	
	<hr/>	1,617.45
Petty Cash	12.50	
Cash in Bank	4,574.09	
Cash in hands of trav. men for expenses .	290.58	
	<hr/>	
Total cash on hand	4,877.17	
	<hr/>	
Total assets, exclusive of cash on hand .		30,742.05

A further asset is the value (at cost) of the machines now out on rental, as follows:

238 McKay machines at cost	}	. . . . .	19,013.26
39 Turn " " "			
28 Welt " " "			
Book Value of all Patent Rights and Good Will			300,000.00
Grand Total of Net Assets			\$349,755.31

LIABILITIES.

None.

" A ".

Approximate General Condition of The Wentworth Company.

Established in November, 1904. Organized in February, 1905.

Incorporated August 15th, 1906.

An Ohio Corporation :

Capital Stock Authorized	{	Issued stock, fully paid up	120,000
150,000.00		Treasury Stock, not issued	30,000

Patents on Heel Seat Beater :	{	Machines are being manufactured in	
In United States		England and Germany on a royalty	
" Canada		for each machine.	
" England		In England we receive \$38.88 (8	
" Germany		pounds Sterling) royalty for each	
" France		machine manufactured.	
" Australia	{	In Germany we receive \$60.00	
		royalty for each machine manu-	
		factured.	

Foreign Agencies :

Canada — Can terminate on 6 months notice.

England " " " 6 " "

Germany " " " 6 " "

France — Agency not definitely established.

Australia — Have a 5 year agreement, expiring May 28th, 1912

Can probably be cancelled by an equitable arrange-
ment with Australian Agents.

Machines Drawing Rental :

In United States and Canada 305

Machines on Trial :

In United States, demonstration completed and ready for acceptance, mostly in New England	19
Total	324

Machines Sold Outright:

In United States	24
In Canada	1
In England	44
In Switzerland	2
In Australia	42
In Germany	1
Total	114

Machines on Hand. At All Points :

	McKays		Turns		Welts		Power Hammers	
	Fin.	Unfin.	Fin.	Unfin.	Fin.	Unfin.	Fin.	Unfin.
At Works, Cincinnati	5	8	1	1	3	1	5	
In Boston	4		1					
In Canada	4	1	7		9			
In England (American-Made)								
In Germany " " 1					1			
In France " " 1			1					
Totals	15	9	10	1	13	1	5	

Condensed Summary :

305 Machines drawing rental @ \$52.00 per year = \$15,860.00

19 Machines on trial, demonstration completed

and ready for acceptance @ \$52. per year = 488.00

324 Machines, Total Annual Rental . . . 16,848.00

Additional Revenue, that would become effective upon
placing machines on hand and on trial :

Installation fee on above 49 machines on hand @

\$150.00 7,350.00

Installation fee on above 19 machines on trial @

\$150.00 2,850.00

Annual rental on above 49 machines on hand @	
\$52.00	2,548.00

Insurance carried :

On plant and stock at Cincinnati	\$4,500.00
" Stock in Boston	1,500.00
" Stock in Montreal	2,000.00

Shop Lease :

We have a lease for our shop at Cincinnati for one year from May 1st, 1909, with privilege of renewal for one year

Outright Sales :

Machines sold outright in the United States from	
May 20th, 1909, to Dec. 9th, 1909	18

SCHEDULE "B" LETTERS PATENT OF THE UNITED STATES.

No. 844293 dated Feby. 12, 1907, issued to The Wentworth Company, assigned to Samuel J. Wentworth—Shoe Upper Pounding Machines.

No. 854320 dated May 21, 1907, issued to The Wentworth Company, assigned to Samuel J. Wentworth—Heel Seat Forming Machines.

No. 876249 dated Jany. 7th, 1908, issued to The Wentworth Company, assigned to Samuel J. Wentworth—Toe Ironers.

No. 896873 dated Aug. 25th, 1908, issued to Samuel J. Wentworth, assigned to The Wentworth Company—Heel Seat Forming Machines.

No. 929,178, dated July 27, 1909, issued to Samuel J. Wentworth, assigned to The Wentworth Company—Cement Heating and Distributing Apparatus.

Applications for Letters Patent in United States.

No. 266330 filed June 21, 1905, in the name of Samuel J. Wentworth, assigned to The Wentworth Company—Device for lasting shoes.

No. 257488 filed Apr. 26, 1905, in the name of Samuel J.

Wentworth, assigned to The Wentworth Company — Forming Heel Seats for boots and shoes.

Letters Patent of the Dominion of Canada.

No. 93956 dated July 4, 1905, issued to Samuel Joseph Wentworth, assigned to The Wentworth Company — Heel Seat Benders and Finishers.

Letters Patent of Great Britain.

No. 12761 of 1905, dated June 20, 1905, issued to Henry Harris Lake upon communication from Samuel Joseph Wentworth, assigned to The Wentworth Company — Improvements relating to matters for making boots and shoes.

Letters Patent of the Republic of France.

No. 355595 dated Sept. 2, 1905, issued to Samuel Joseph Wentworth, assigned to The Wentworth Company — Machine for making shoes.

Letters Patent of Germany.

No. 172433 dated June 25, 1905, issued to Samuel Joseph Wentworth — Machine used in shoe factories for making shoes.

Letters Patent of the Commonwealth of Australia.

No. 6542 dated July 31, 1906, issued to Sam'l. Jos. Wentworth — Heel Seat Beder & Finisher.

SCHEDULE "C".

Machines on Hand at all Points January 31st, 1910.

	McKays		Turns		Welts		Power Hammers	
	Fin.	Unfin.	Fin.	Unfin.	Fin.	Unfin.	Fin.	Unfin.
At works, Cinti.	9	5	1	1	1	1	3	6
In Boston	3		1					
In Canada	4	1	7		9			
In England (Amer. made)								
In Germany (")					1			
In France (")	1		1					
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	17	6	10	1	11	1	3	6

Machines on trial, leases not signed	14
8 McKays	
2 Welts	
4 Turns	
Machines drawing rental	299
Leases signed for	230 McKays
	38 Turns
	20 Welts
	<hr/>
	288
To this must be added machines drawing rental, but leases not signed:	
5 McKay	
6 Welt	11
	<hr/>
	299 Total

SCHEDULE D.

Agreement dated Feby. 13th, 1909, between The Wentworth Company and Nolllesche-Werke.

Agreement dated May 18, 1908, between The Wentworth Company and Gimson & Co., Ltd.

Agreement dated May 28, 1908, between The Wentworth Company and John McEvoy & Sons of Sydney, N. S. W.

Agreement set forth in proposition dated Aug. 14, 1908, from The Wentworth Company to Kieffer Brothers of Montreal, and accepted by Kieffer Bros. Sept. 3, 1908.

Agreement of lease between The Wentworth Company and Richter & Co. dated April 22, 1909, granting to The Wentworth Company lease of premises 210-212-214 E. Ninth Street, for one year, from the 1st of May, 1909, at rental of \$1044 per year.

Undertakings of The Wentworth Company as set forth in letters addressed to the following enumerated purchasers of Wentworth machines, each of said letters being in the following form:

"We hereby agree that in the event that you purchase outright

from us one or more of our Heel Seat Bearer machines, this Company will protect you fully in the use of same.

In the event that any individual, company, or corporation, brings suit against you or attempts to enjoin you with the object of preventing you from using the said machine or machines, we will protect and defend you against any and all such action or actions brought against you, and we will assume all expenses of the defense and trial, the same as though you were using the machine or machines under lease.

We further agree to supply you with any duplicate parts of the machines, from time to time, as you may need them at catalogue prices."

The only exception being in letter to C. H. Aborn & Co. in which provision is made for the return of the purchase price under certain conditions.

Name.	Date of Letter.
Dunn & McCarthy	Dec. 6, 1909.
Reider-Fisher Shoe Co.	Aug. 21, 1909.
Roth Shoe Mfg. Co.	Mar. 4, 1909.
Bradley & Metcalf Co.	Mar. 30, 1909.
Knights & Perry	Nov. 2, 1909.
Durgin Shoe Co.	Jany. 4, 1910.
Green-Wheeler Shoe Co.	Dec. 11, 1909.
Apex Shoe Factly.	Feby. 17, 1909.
Kalt-Zimmers Co.	May 7, 1909.
Miller Shoe Mfg. Co.	May 15, 1909.
V. Schoenecker Co.	May 25, 1909.
F. Mayer Boot & Shoe Co.	July 10, 1909.
Hillard & Tabor	July 29, 1909.
Walkin Shoe Co.	Sept. 8, 1909.
Rehr Shoe Co.	Aug. 20, 1909.
M. D. Wells Co.	Aug. 2, 1909.
Birdsboro Shoe Mfg. Co.	Dec. 10, 1909.
C. H. Aborn & Co.	Sep. 16, 1908.

PLAINTIFF'S EXHIBIT 131.

[Put in Evidence, page 588.]

Know all Men by these Presents: That the B. F. Sturtevant Company, a corporation organized and existing under the laws of the State of Massachusetts, in consideration of one dollar (\$1.00) and other good and valuable considerations to it paid by the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, the receipt of which is hereby acknowledged, has sold and does hereby grant, sell, assign, transfer, set over and deliver to the said United Shoe Machinery Company the following property, interests and rights, viz: —

(a) The business as a going concern of the said B. F. Sturtevant Company in manufacturing and dealing in pegwood and wood shanks together with the good-will of such business, and the exclusive right in all countries in which pegwood or wood shanks are or shall hereafter be made, sold or used to the use of the names "Sturtevant" or "B. F. Sturtevant" in selling or dealing in pegwood or wood shanks.

(b) All of the real estate owned by the Sturtevant Company or by the trustees under the will of Benjamin F. Sturtevant, late of Boston, Massachusetts, located in the Town of Conway, New Hampshire, together with the leases of any and all premises in said Conway held under lease by the said Sturtevant Company and including in such property so conveyed the ownership of the mill site, the mill building, the storage buildings, and all other buildings in said Conway occupied by the Sturtevant Company and the ownership of all steam boilers, steam engines, dynamos and all fixtures in said buildings or upon said premises. A separate deed of the real estate included herein is to be duly executed by the Sturtevant Company and delivered to the said United Company.

(c) All pegwood and wood shanks manufactured or in process of manufacture owned by the Sturtevant Company including without prejudice to the generality hereof all of the pegwood and wood shanks manufactured or in process of manufacture now located upon the premises above referred to at Conway, New Hampshire,

or at the store of the Sturtevant Company at No. 34 Oliver Street, Boston, Massachusetts.

(d) All cases and half cases intended and adapted for use to box pegwood for shipment and all bags intended and adapted for use to ship wood shanks owned by the Sturtevant Company including without prejudice to the generality hereof all such cases, half cases and bags now located upon the said premises at Conway, New Hampshire, or at said No. 34 Oliver Street, Boston, Massachusetts.

(e) All cord wood intended and adapted for the manufacture of pegwood owned by the said Sturtevant Company and located upon the said premises at said Conway or at the railroad in said Conway including without prejudice to the generality hereof about fifty-six and eight tenths (56.8) cords of such wood, be the same more or less, now in or adjacent to the mill building above referred to, and about seventy-two and sixty-three hundredths (72.63) cords of such wood, be the same more or less, now at the freight yard at said Conway.

(f) All manufacturing equipment, machines, machinery, tools, patterns and other goods, chattels and property located in the buildings above mentioned or upon said premises or pertaining to said business of manufacturing and dealing in pegwood and wood shanks, excepting, however, the following property not pertaining to said business and located upon said premises, viz: — veneer for brush backs and fans and wood heels and lumber designed for the manufacture of wood heels, — and also excepting books of account, accounts and bills receivable and cash on hand on the twenty-first day of February, 1910.

To Have and to Hold all and singular the said property, interests and rights to the said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely.

And for the same consideration the said B. F. Sturtevant Company does hereby covenant with and warrant to the said United Shoe Machinery Company, without prejudice to the generality of the foregoing assignment and transfer, that the property hereby conveyed includes all of the property of every nature mentioned in the following schedule, viz: —

SCHEDULE.

All that lot of land with the buildings thereon situated in Conway in said County of Carroll, and bounded northerly on the road leading to the Portsmouth, Great Falls & Conway Railroad depot, one hundred fifty-two (152) feet; westerly on land now or late of C. W. Wilder; southerly on the mill pond one hundred fifty-two (152) feet and easterly on land now or late of Sarah E. Berrey; being a parcel of land one hundred fifty-two (152) feet wide running from said road to the mill pond, and being the same premises conveyed to Benjamin F. Sturtevant by three (3) deeds, all recorded with Carroll County deeds, — one from Leavitt H. Eastman, dated May 31, 1873, and recorded in Book 61, page 479, and two (2) from Sarah E. Berrey and Jacob H. Berrey dated respectively May 31, 1873 and September 19, 1873, and recorded with said Deeds in Book 61, page 482, and Book 62, page 248, together with all fixtures and appurtenances pertaining thereto.

Two (2) storage buildings located on land not owned by the B. F. Sturtevant Company.

52,805,825 wood shanks of merchantable kind, quality and finish in bags ready for shipment.

194,399 rolls of pegwood of merchantable kind, quality and finish in cases ready for shipment.

678 empty half cases made and adapted for use for shipping pegwood.

1371 empty bags designed and adapted for shipping wood shanks.

129.43 cords of white birch cord wood suitable for the manufacture of pegwood and located as follows, viz: —

Fifty-six and eight tenths (56.8) cords in or adjacent to the mill building above referred to.

Seventy-two and sixty-three hundredths (72.63) cords of such wood at the railway freight yard at said Conway.

Full equipment for conducting the business of manufacturing and dealing in pegwood and wood shanks including power and lighting equipment, engines, boilers, transmission, wiring, shafting, hangers, tools, patterns, machines, machinery and supplies, as set forth in the inventory thereof made as of the twenty-third day of

February, 1910, a copy of which has been exhibited to the said United Shoe Machinery Company.

And for the same consideration the said B. F. Sturtevant Company does hereby covenant with and warrant to the said United Shoe Machinery Company that the B. F. Sturtevant Company is the lawful owner of all the property, interests and rights hereby purported to be conveyed ; that they are free from all incumbrances ; that the said B. F. Sturtevant Company has good right to sell and assign the same as aforesaid and will warrant and defend the same against the lawful claims and demands of all persons.

In Witness Whereof the said B. F. Sturtevant Company has caused this instrument to be signed in its name and behalf by Eugene N. Foss, its Treasurer thereto duly authorized, and its corporate seal to be hereto affixed this twenty-third day of February, 1910.

[SEAL]

B. F. STURTEVANT COMPANY

By E. N. Foss, Treasurer.

In the presence of

Harold G. Donham

Carlton E. Snow

PLAINTIFF'S EXHIBIT 132.

[Put in Evidence, page 590.]

Agreement made this twenty-third day of September, 1910, by and between Thomas G. Plant of Boston, Massachusetts, and the United Shoe Machinery Company (hereinafter called the "United Company"), a corporation organized under the laws of New Jersey, having its principal office at Paterson, in the State of New Jersey, and an office in Boston, Massachusetts, Witnesseth : That

Whereas, Thomas G. Plant has heretofore made and has acquired from others and now owns or controls various inventions, improvements, letters patent of the United States and of other countries and applications for letters patent covering shoe machinery and accessories thereto hereinafter more fully described in paragraph (A) ; and

Whereas, said Thomas G. Plant also owns or controls certain

shares of corporate stock, machinery, machines, tools, supplies and other personal property, hereinafter more fully described in paragraph (B); and

Whereas, said Thomas G. Plant has heretofore entered into certain contracts and agreements hereinafter more fully described in paragraph (C); and

Whereas, various suits have been brought and claims made by United Company against said Plant, hereinafter more fully described in paragraph (D); and

Whereas, said United Company is engaged in the manufacture of shoe machinery and accessories thereto and owns and controls numerous patents and applications for patents relating thereto and believes that by the acquisition of the said inventions, improvements, letters patent and applications for letters patent owned or controlled by said Plant, it would be enabled by the use of the same in connection with the inventions, improvements and patents owned and controlled by it to perfect and improve the shoe machinery manufactured and leased by it, and would be able to manufacture and lease in certain respects more efficient machines, whereby it may furnish to manufacturers of boots and shoes machinery by the aid of which they will be enabled to make a better product and at less expense than at present, and the United Company, therefore, desires to purchase said inventions, improvements, letters patent and applications for letters patent from said Plant; and

Whereas, said Plant is unwilling to sell said inventions, improvements, letters patent, and applications for letters patent, unless the purchaser will also purchase all said shares of corporate stock, machinery and other personal property hereinabove referred to, and will also enter into certain undertakings and agreements in reference to the contracts and agreements of said Plant above referred to, and further, will compromise and settle all controversies and claims existing between the parties hereto by the dismissal of said suits against said Plant and the execution of mutual general releases.

(A) Letters patent and applications for letters patent of the

United States covering various inventions in connection with shoe machinery described and identified in Exhibit "A" hereto attached.

Letters patent and applications therefor covering said inventions in various foreign countries described and identified in Exhibit "B" hereto attached.

(B) \$1,500,000 par (15,000 shares) of the preferred stock and \$750,000 par (7,500 shares) of the common stock of the Thomas G. Plant Company, a description of which, including a statement as to its assets, liabilities, and earnings, is hereto attached marked Exhibit "XX".

Certain machinery, machines, tools, supplies and other personal property, schedule of which is hereto annexed marked Exhibit "C".

(C) An agreement between Charles P. Stanbon, of Lynn, Massachusetts, and the Manufacturers' Machine Company, dated May 29th, 1905, a copy whereof is hereto annexed, marked Exhibit "D". (Said agreement has been extended until November 1, 1910.)

An agreement between the Keighley Company and said Thomas G. Plant, dated January 26th, 1910, a copy whereof is hereto annexed, marked Exhibit "E".

An agreement between said Thomas G. Plant and the Stanley Company, dated June 15th, 1910, a copy whereof is hereto annexed, marked Exhibit "F".

A contract between said Thomas G. Plant and the Stanley Manufacturing Company, dated June 15th, 1910, a copy whereof is hereto annexed, marked Exhibit "G".

A further contract between said Thomas G. Plant and the Stanley Manufacturing Company, dated June 15th, 1910, a copy whereof is hereto annexed, marked Exhibit "H".

A further contract between said Thomas G. Plant, and the Stanley Manufacturing Company, dated June 15th, 1910, a copy whereof is hereto annexed, marked Exhibit "I".

(D) Claims against said Plant to enforce certain leases or licenses so called, which claims are represented in a Bill in Equity now pending in the Supreme Judicial Court of Massachusetts.

Various claims of infringement of letters patent by said Plant,

which claims are represented in part by certain bills in equity which have heretofore been prepared and a portion of which have been brought and are now pending in the United States Circuit Court for the District of Massachusetts against said Plant.

A claim against the Stanley Manufacturing Company for breach of contract between said Stanley Manufacturing Company and said United Shoe Machinery Company, said contract being dated May 1st, 1901.

Now, Therefore, said parties mutually covenant and agree each with the other as follows : —

The said Plant will, on or before the thirtieth (30th) day of September, 1910, sell, assign, transfer and set over to said United Company, by instruments in proper form, all inventions, improvements, letters patent of the United States and other countries, applications for letters patent and interests and rights in, to and under inventions, improvements, letters patent and applications for letters patent which he now owns or controls, or which at any time hereafter within fifteen (15) years from the date hereof he shall make, own or acquire, relating to machinery, mechanisms, tools, devices, processes, methods or things intended or adapted for use in the manufacture of footwear or in the working or manipulation of leather, or relating to eyelets or to footwear findings of any descriptions whatsoever; together with any and all rights he now has or may within fifteen (15) years have by agreement or otherwise to acquire or take over such inventions, improvements, letters patent of the United States and other countries, applications for letters patent and interests and rights therein, thereunder or there-to; including herein without prejudice to generality of the foregoing description, the entire right, title and interest, free from any prior grant or other incumbrance whatsoever in, to and under all of the letters patent and applications for letters patent referred to in the schedules hereto annexed and marked "Exhibit A" and "Exhibit B", together with the inventions and improvements covered thereby, and the said Plant will likewise, on or before said thirtieth day of September, 1910, deliver to said United Company properly executed assignments and transfers of all the shares of

stock in corporations and the other personal property hereinabove set forth and will accept in full payment for all of the foregoing the sum of six million dollars (\$6,000,000) to be paid to him by said United Company, of which sum one million dollars (\$1,000,000) is to be paid upon the execution of this agreement, and the balance of five million dollars (\$5,000,000) is to be paid on or before the thirtieth (30th) day of September, 1910, upon the delivery of the assignments and transfers above mentioned.

At the time of the final payment to be made by the United Company to said Plant and in connection therewith, the United Company will deliver to said Plant agreements in proper form providing for the dismissal or discontinuance so far as said Plant is concerned, without costs to either party, of the suit now pending in the Supreme Judicial Court of Massachusetts, and for the dismissal or discontinuance of the suits now pending in the United States Circuit Court against said Plant, and properly executed general releases, including any and all claims and demands against said Plant and properly executed releases of any and all claims and demands against said Stanley Manufacturing Company, and contemporaneously said Plant will deliver duly executed general releases of all claims and demands against said United Shoe Machinery Company.

Said Plant is to pay the rent of offices occupied by him at 60 Congress Street, Boston, to the date of this agreement; all the rent and other expenses in connection therewith to be paid by the United Shoe Machinery Company during the remainder of the term for which said Plant has obligated himself; and said Plant is to be held harmless and indemnified from all cost in connection therewith.

The United Company hereby agrees to assume all agreements, obligations and liabilities of said Plant and of said Manufacturers' Machine Company under said existing contracts between said Plant or said Manufacturers' Machine Company and Charles P. Stanbon, the Keighley Company, Stanley Company, the Stanley Manufacturing Company, copies whereof are hereinabove referred to and annexed to this agreement, or to hold the said Plant and the

said Manufacturers' Machine Company harmless and indemnified from all liability thereunder.

It is further agreed in connection with said contracts that said Plant is to pay for all labor performed and machinery, tools, parts, materials and supplies delivered prior to the date of this agreement.

The United Company shall pay for all labor performed on and after the date of this agreement in connection with shoe machinery work now being carried on by or on account of said Plant in the shops named in Exhibit "C", all of which work is subject to termination by said Plant and nine-tenths (9/10) of which is subject to immediate termination by said Plant.

All the cost of tools, machine tools, machinery, parts, materials and supplies for Thomas G. Plant, Bresnahan Shoe Machinery Company and the Stanley Company in connection with shoe machinery now contracted for and delivered on and after this date, which are used by said United Company, shall be paid by United Company.

One-half the cost of all such tools, machine tools, machinery, parts, materials and supplies not so used shall be paid by each party, but title to same shall vest in United Company.

Said Plant guarantees that the total amount of the cost of such tools, machine tools, machinery, parts, materials and supplies so not yet delivered does not exceed one hundred and fifty thousand dollars (\$150,000). Said Plant will, if and when requested by said United Company, use his best endeavors to secure the cancellation of orders or contracts for such machine tools, etc.

The principal items so far as known to said Plant are shown on memorandum hereto annexed marked "X".

The cost of cancellation of contracts covering such machine tools, etc., shall be divided equally.

Said Plant hereby guarantees that the condition of the Plant Company as to assets and liabilities was and is as set forth in the statement hereto annexed, marked "X".

Said Plant further warrants to the said United Company that the said Plant is the owner of and that the agreement herein contained to convey to the United Company includes the entire right, title and interest, free from any and all incumbrances whatsoever, in,

to and under all the letters patent and applications for letters patent which are enumerated in the schedules hereto annexed, marked "A" and "B", and the inventions and improvements covered thereby.

Said Plant hereby covenants and agrees to and with the said United Company that at any and all times hereafter, upon request he will execute and cause to be executed any and all applications for letters patent of the United States and other countries, assignments, powers of attorney, and other instruments, and will perform and cause to be performed any and all further acts which may be necessary or desired by the United Company to fully and entirely vest and confirm in the said United Company or its nominees, all the inventions, improvements, letters patent, applications for letters patent, and other property, interests and rights hereby agreed to be conveyed; to enable the United Company to secure letters patent in all countries in which the United Company shall desire covering said inventions or any of them, and generally to carry out the full intent of this agreement—all without further consideration than that herein provided to be paid, but at the expense of the United Company.

The term United Shoe Machinery Company or United Company wherever herein used shall include said United Shoe Machinery Company, its successors and assigns.

All covenants and agreements on the part of said Plant herein contained shall be binding upon the said Plant and his personal representatives.

Papers shall be passed and balance of money paid over at First National Bank, Boston, September thirtieth, 1910, at noon.

[SEAL]

THOS. G. PLANT.

[SEAL]

UNITED SHOE MACHINERY CO.

By S. W. Winslow, President

Boston, September 23rd, 1910.

The receipt of one million dollars (\$1,000,000) under the foregoing agreement is hereby acknowledged.

THOS. G. PLANT.

EXHIBIT A.

Name of Patentee	Pat. No.	Date Patented	Subject-Matter.
Plant, Thomas G.	958,302	May 17, 1910	Heeling Machine
Plant, Thomas G.	958,292	May 17, 1910	Heeling Machine
Plant, Thomas G.	940,053	Nov. 16, 1909	Sewing Machine
Plant, Thomas G.	958,293	May 17, 1910	Machines for In- serting Metallic Fastening
Plant, Thomas G.	940,054	Nov. 16, 1909	Sole Sewing Ma- chine
Plant, Thomas G.	958,305	May 17, 1910	Work Holder for Heeling Machines
Plant, Thomas G.	940,055	Nov. 16, 1909	Sole Sewing Ma- chine
Plant, Thomas G.	958,301	May 17, 1910	Shoe Jacks
Plant, Thomas G.	940,725	Nov. 23, 1909	Shoe Sewing Ma- chine
Plant, Thomas G.	940,726	Nov. 23, 1909	Lock Stitch Sewing Machine
Plant, Thomas G.	958,278	May 17, 1910	Shoe Jacks
Plant, Thomas G.	958,294	May 17, 1910	Shoe Sewing Ma- chine
Plant, Thomas G.	958,295	May 17, 1910	Stopping Mechanism
Plant, Thomas G.	946,825	Jan. 18, 1910	Machine for Insert- ing Fasteners in Leather
Plant, Thomas G.	958,279	May 17, 1910	Fastener Pullers
Plant, Thomas G.	958,296	May 17, 1910	Sewing Machines
Plant, Thomas G.	935,230	Sept. 28, 1909	Bobbin Winding Mechanism
Plant, Thomas G.	958,280	May 17, 1910	Lasting Machine
Plant, Thomas G.	958,297	May 17, 1910	Welt Holder for Sewing Machine
Plant, Thomas G.	958,298	May 17, 1910	Sewing Machine
Plant, Thomas G.	958,299	May 17, 1910	Shoe Sewing Ma- chine

Plant, Thomas G.	958,281	May 17, 1910	Heeling Machine Attachments
Plant, Thomas G.	958,282	May 17, 1910	Heeling Machine
Plant, Thomas G.	958,283	May 17, 1910	Laying & Leveling Machine
Plant, Thomas G.	958,304	May 17, 1910	Ironing & Dressing Machine
Plant, Thomas G.	958,284	May 17, 1910	Canvas Cementer
Plant, Thomas G.	958,285	May 17, 1910	Shoe Sole Flexers
Plant, Thomas G.	958,286	May 17, 1910	Auxiliary Lasting Devices
Plant, Thomas G.	958,287	May 17, 1910	Ironing & Dressing Jacks for Boots & Shoes
Plant, Thomas G.	958,288	May 17, 1910	Boot & Shoe Buffing Machine
Plant, Thomas G.	958,289	May 17, 1910	Boot & Shoe Machines
Plant, Thomas G.	958,300	May 17, 1910	Work. Sup. for Heeling Machine
Plant, Thomas G.	958,303	May 17, 1910	Driving Shaft Controlling Means
Plant, Thomas G.	965,223	July 26, 1910	Dust Gatherer for Abrading Machines
Plant, Thomas G.	965,224	July 26, 1910	Sole Laying & Level. Machine
Bohr, N. C.	878,453	Feb. 4, 1908	Reinforcing Insole & Process for Making Same
Bohr, N. C.	958,083	May 17, 1910	Hold-Downs for Lasting Machines
Bohr, N. C.	883,445	Mar. 31, 1908	Heel Scourer Guards
Brennan, Wm. J.	909,143	Jan. 12, 1909	Work Rests

Condon, Geo. V.	924,967	June 15, 1909	Heel Band for Bed Lasting Machine and the like
Cummings, H. H.	883,862	Apr. 7, 1908	Nail Forming and Driving Machine
English, A. M.	871,987	Nov. 26, 1907	Sole Rounding and Channeling Machine
English, A. M.	878,478	Feb. 4, 1908	Rough Rounding Machine
Gelzenlichter, J.	871,990	Nov. 26, 1907	Buffing Machine
Glass, Perley R.	871,991	Nov. 26, 1907	Staple Tacker
Glass, Perley R.	957,949	May 17, 1910	Lasting Machine
Glass, Perley R.	888,485	May 26, 1908	Tack or Nail Driving Device
Glass, Perley R.	957,948	May 17, 1910	Loading Mechanism for Hand Tacker
Heys, John J.	905,311	Dec. 1, 1908	Sewing Machine
Heys, John J.	874,504	Dec. 24, 1907	Automatic Boot & Shoe Leveling Machine
Heys, John J.	874,505	Dec. 24, 1907	Sole Rounding Machine
Heys, John J.	860,376	July 16, 1907	Stitch Impression Machine
Heys, John J.	860,377	July 16, 1907	Stitch Impression Finishing Machine
Heys, John J.	957,955	May 17, 1910	Pulling Over Machine for Boots and Shoes
Heys, John J.	944,238	Dec. 21, 1909	Breaster Knife Grinding Machine
Hood, Chas. E.	957,958	May 17, 1910	Heel Burnishing Machine
Hooper, Wm. H.	861,178	July 23, 1907	Welt Marking Machine

Hooper, Wm. H.	861,179	July 23, 1907	Channel Flap Layer
Hooper, Wm. H.	889,375	June 2, 1908	Channel Moistening Device for Sole Sewing or Fas- ten. Mach.
Hooper, Wm. H.	957,964	May 17, 1910	Boot Treeing Ma- chine
Hooper, Wm. H.	865,898	Sept. 10, 1907	Portable Power Channel Flap Layer
Hooper, Wm. H.	883,804	Apr. 7, 1908	Lasts
Hooper, Wm. H.	861,180	July 23, 1907	Method of Assemb- ling Shoe Uppers and Soles
Hooper, Wm. H.	940,019	Nov. 16, 1909	Channel Lip Turn- ing Machine
Hooper, Wm. H.	940,020	Nov. 16, 1909	Lip Turning Ma- chine
Hooper, Wm. H.	940,691	Nov. 23, 1909	Channel Moistening Device for Sew- ing Machine
Hooper, Wm. H.	940,690	Nov. 23, 1909	Insole Reinforcing Machine
La Chapelle, Fred	957,972	May 17, 1910	Sewing Machine
La Chapelle, Fred	935,263	Sept. 28, 1909	Bobbin Winding Machine
Leavitt, John E.	871,942	Nov. 26, 1907	Buffing Machine
McLeod, Geo. T.	957,986	May 17, 1910	Heel Breastng Ma- chine
Phelan, Merton D.	945,342	Jan. 4, 1910	Work Supports for Metallic Fasten- ing Machine
Phelan, Merton D.	883,824	Apr. 7, 1908	Staple Tacker
Phelan, Merton D.	958,005	May 17, 1910	Machine for Breast- ing the Heels of Boots & Shoes

Phelan, Merton D.	958,002	May 17, 1910	Portable Power Tacker
Plant, Thomas G.	947,401	Jan. 25, 1910	Sewing Machine
Plant, Thomas G.	877,858	Jan. 28, 1908	Welt & Thread Cut- ting Means for Sewing Machines
Plant, Thomas G.	958,290	May 17, 1910	Starting & Stopping Mechanism for Sewing Machines
Plant, Thomas G.	958,291	May 17, 1910	Bed Lasting Ma- chine
Plant, Thomas G.	877,859	Jan. 28, 1908	Welt Measuring Means for Sewing Machines
Plant, Thomas G.	940,724	Nov. 23, 1909	Sewing Machine
Plant, Thomas G.	958,306	May 17, 1910	Machine for Operat- ing on the Bot- toms of Boots & Shoes
Plant, Thomas G.	940,723	Nov. 23, 1909	Channeling Device for Sewing Ma- chine
Plant, Thomas G.	940,722	Nov. 23, 1909	Jack for Boot & Shoe Lasts
Plant, Thomas G.	940,052	Nov. 16, 1909	Stopping Mechan- ism
Plant, Thomas G.	946,783	Jan. 18, 1910	Thread Controlling Mechanisms for Sewing Machine
Seely, Thomas H.	945,291	Jan. 4, 1910	Lasting Machine
Stanbon, Chas. P.	865,957	Sept. 10, 1907	Channeling Machine
Stanbon, Chas. P.	945,348	Jan. 4, 1910	Insole Reinforcing Machine
Stewart, Geo. F.	871,963	Nov. 26, 1907	Naumkeag Pad Cov- er & Machine and Method for Mak- ing Same

Stewart, Geo. F.	871,962	Nov. 26, 1907	Buffing Machine
Stewart, Geo. F.	871,964	Nov. 26, 1907	Buffing Machine & Disk Holder There- for
Stewart, Geo. F.	885,099	Apr. 21, 1908	Welt Marking Ma- chine
Stewart, Geo. F.	871,965	Nov. 26, 1907	Pad Cover
Stewart, Geo. F.	871,966	Nov. 26, 1907	Method for Making Pad Covers
Stewart, Wm. C.	871,967	Nov. 26, 1907	Insole Slashing Ma- chine
Stewart, Wm. C.	958,028	May 17, 1910	Sole Marking Ma- chine
Stewart, Wm. C.	871,968	Nov. 26, 1907	Boot & Shoe Soles
Stewart, Wm. C.	883,837	Apr. 7, 1908	Reinforced Insole Covering & Shap- ing Machine
Stewart, Wm. C.	871,969	Nov. 26, 1907	Insole Slashing Ma- chine
Stewart, Wm. C.	940,745	Nov. 23, 1909	Work Supports
Stewart, Wm. C. and Hooper, Wm. H.	944,294	Dec. 28, 1909	Heel Beading Ma- chine
Stewart, Wm. C.	958,036	May 17, 1910	Horn Controlling Mech. for Fas- tener Inserting Machines
Stewart, Wm. C.	958,037	May 17, 1910	Nail Assorting and Delivering Mech- anism
Stewart, Wm. C.	944,389	Dec. 28, 1909	Heel and Top Lift Holder
Woodward, Erastus	947,366	Jan. 25, 1910	Heel Nailing Ma- chine
Woodward, Erastus	958,058	May 17, 1910	Heel Nailing Ma- chine

Woodward, Erastus	958,056	May 17, 1910	Heeling Machine
Woodward, Erastus	939,372	Nov. 9, 1909	Automatic Leveler
Woodward, Erastus	958,057	May 17, 1910	Sole Laying & Lev- eling Mach.
Brennan, Wm. J.	935,620	Sept. 28, 1909	Wax Thread Sewing Machine Attach- ments
Stewart, Geo. F.	947,510	Jan. 25, 1910	Nail Block Templets for Heeling Ma- chines.
Stewart, Wm. C.	958,038	May 17, 1910	Work Holder for Heeling Machines
Hooper, Wm. H.	944,239	Dec. 21, 1909	Insole Reinforcing Machine
Stewart, Geo. F.	958,027	May 17, 1910	Boot & Shoe Chan- neling Machines
Seely, Thomas H.	958,187	May 17, 1910	Pincer or Gripper Mechanism for Lasting Machine
Hooper, Wm. H.	947,509	Jan. 25, 1910	Channel Lip Turn- ing Machine
Stewart, Wm. C.	965,342	July 26, 1910	Insole Cover and Reinforcing Ma- chine
Eaton, Clarence L.	965,379	July 26, 1910	Wax Thread Sew. Mach. Attach- ments
Hooper, Wm. H.	957,962	May 17, 1910	Treeing Devices
Stewart, Wm. C.	958,029	May 17, 1910	Machines for Slash- ing Soles of Boot and Shoes
Stanbon, Chas. P.	958,024	May 17, 1910	Sole Rounding Ma- chine
Stewart, Wm. C.	958,039	May 17, 1910	Nail Assorting & De- livering Mechan- isms

Seely, Thomas H.	958,017	May 17, 1910	Pincer Mechanism for Lasting Ma- chine
Hooper, Wm. H.	957,963	May 17, 1910	Treeing Machine
Stewart, Wm. C.	958,041	May 17, 1910	Top Lift Holder for Heeling Machine
Stanbon, Chas. P.	944,386	Dec. 28, 1909	Knife Mounting for Sole Rounding Machine
Stewart, Wm. C.	958,042	May 17, 1910	Work Support for Boot and Shoe Ma- chines
Hooper, Wm. H.	957,959	May 17, 1910	Machines for Treat- ing Insoles of Boots & Shoes
Hooper, Wm. H.	944,365	Dec. 28, 1909	Boot & Shoe Trees and stretchers
Hooper, Wm. H.	957,961	May 17, 1910	Insole Tempering Machine
Ryan, Thomas J.	958,013	May 17, 1910	Insole for Boots & Shoes
McLeod, Geo. T.	957,993	May 17, 1910	Heel Edge Liners
Hooper, Wm. H.	957,960	May 17, 1910	Insole Edge Trim- mers
Eno, F. F.	957,943	May 17, 1910	Counter Guard for Heel Shaving Ma- chines
Stewart, Wm. C.	958,030	May 17, 1910	Knife Grinding Ma- chine
Stewart, Wm. C.	958,031	May 17, 1910	Jack for Slugging and other Ma- chines
McLeod, Geo. T.	957,992	May 17, 1910	Machines for Tem- pering Out-soles of Boots & Shoes

Stewart, Wm. C.	958,032	May 17, 1910	Knife Grinding & Sharpening Machine
Phelan, Merton D.	958,006	May 17, 1910	Heel Shaver
McLeod, Geo. T.	957,987	May 17, 1910	Welt Laying & Attaching Machines
Stewart, Geo. F.	958,026	May 17, 1910	Shoe Sole Edge Setters
Stewart, Wm. C.	958,033	May 17, 1910	Outsole Markers
Stewart, Wm. C.	958,034	May 17, 1910	Rotary Jacks
McLeod, Geo. T.	957,988	May 17, 1910	Shoe Supporting Rack
McLeod, Geo. T.	957,989	May 17, 1910	Brush Cleaner
Stewart, Wm. C.	958,035	May 17, 1910	Tack Pounder
McLeod, Geo. T.	957,991	May 17, 1910	Fabric Supporting Reel
McLeod, Geo. T.	957,990	May 17, 1910	Machine for Cutting & Slitting Insole Reinforcing Strips
Stewart, Wm. C.	958,040	May 17, 1910	Fastener Inserting Machines
Stanbon, Chas. P.	966,484	Aug. 9, 1910	Welt Preparing Machine
Stanbon, Chas. P.	966,485	Aug. 9, 1910	Machines for Compressing Top Lifts
Plant, Thomas G.	966,471	Aug. 9, 1910	Heel or Sole Edge Waxing Machine
Plant, Thomas G.	966,472	Aug. 9, 1910	Heel and Sole Edge Waxing Machine
Woodward, Erastus	966,506	Aug. 9, 1910	Jacks for Sole Laying and Leveling Machine
Heys, John J.	966,441	Aug. 9, 1910	Shoe Supporting Jacks

Mills, Francis A.	524,335	Aug. 14, 1894	Tension Device for Shoe Sewing Machines
Mills, Francis A.	551,987	Dec. 24, 1895	Needle Guide for Sewing Machine
Mills, Francis A.	551,988	Dec. 24, 1895	Thread Wax Device for Shoe Sewing Machine
Mills, Francis A.	623,100	Apr. 11, 1899	Shoe Sewing Machine
Mills, Francis A.	524,337	Aug. 14, 1894	Work Supporting & Feeding Device for Shoe Sew. Mach.
Mills, Francis A.	524,338	Aug. 14, 1894	Loop Forming Mechanism for Shoe Sewing Machines
Mills, Francis A.	524,340	Aug. 14, 1894	Wax Thread Heating Device for Sewing Machines
Mills, Francis A.	623,101	Apr. 11, 1899	Heating Device for Sewing Machine
Krippendorf	579,518	Mar. 23, 1897	Shoe Sole
Tyler, Abel D.	615,002	Nov. 29, 1898	Combined Boot or Shoe Tree and Top Stretcher
Riley, George	630,109	Aug. 1, 1899	Coverings for Buffing Wheels
Riley, George	630,110	Aug. 1, 1899	Elastic Fabrics
Cummings, H. H.	885,022	Apr. 21, 1908	Stitch Separating & Indenting Machine
Cummings, H. H.	945,306	Jan. 4, 1910	Boot Treering Machine
Eno, F. F.	945,310	Jan. 4, 1910	Work Gage for Fasten. Insert. Machine

Gelzenlichter, John	957,946	May 17, 1910	Hand Tacker
Glass, Perley R.	938,474	Nov. 2, 1909	Automatic Clinch Nailer
Glass, Perley R.	935,492	Sept. 28, 1909	Slugging Machine for Boots & Shoes
Glass, Perley R.	957,950	May 17, 1910	Auto. Rotary Shoe Jack
Heys, John J.	901,446	Oct. 20, 1908	Welt Beater
Heys, John J.	940,015	Nov. 16, 1909	Buffing Machine
Heys, John J.	878,391	Feb. 4, 1908	Sole Laying Machine
Leavitt, John E.	957,975	May 17, 1910	Expansible Foot Lasts
Phelan, Merton D.	958,001	May 17, 1910	Heel Compressor
Phelan, Merton D.	938,508	Nov. 2, 1909	Portable Power Tacker
Phelan, Merton D.	958,003	May 17, 1910	Metallic Fastening Machine
Phelan, Merton D.	958,004	May 17, 1910	Starting & Stopping Mechanism
Plant, Thomas G.	945,045	Jan. 4, 1910	Method of Form. Chain Stitches
Phelan, Merton D.	944,275	Dec. 28, 1909	Mach. for Inserting Metallic Fasten- ings
Heys, John J.	521,793	June 26, 1894	Sole Cutting Ma- chine
Heys, John J.	543,019	July 23, 1895	Beating Out Machine
Heys, John J.	555,864	Mar. 3, 1896	Sole Cutting Machine
Heys, John J.	581,662	Apr. 27, 1897	Beating Out Machine
Heys, John J.	607,370	July 12, 1898	Sole Moulding Ma- chine
Heys, John J.	581,825	May 4, 1897	Beating Out Machine
Heys, John J.	543,342	July 23, 1895	Starting & Stopping Machine
Heys, John J.	677,132	June 25, 1901	Moulding Brake & Clutch

Heys, John J.	684,239	Oct. 8, 1901	Epicycle Leveling Machine
Heys, John J.	693,016	Feb. 11, 1902	Epicycle Leveling Machine
Heys, John J.	728,464	May 19, 1903	Monogram Machine
Heys, John J.	728,463	May 19, 1903	Monogram Machine
Heys, John J.	725,961	Apr. 21, 1903	Lock for Jack
Heys, John J.	707,414	Aug. 19, 1902	Roller Leveler Machine
Heys, John J.	703,204	June 24, 1902	Single Crank Machine
Heys, John J.	761,485	May 31, 1904	Heel Gouging Machine
Heys, John J.	844,128	Feb. 12, 1907	Leather Splitting Machine
Heys, John J.	784,263	Mar. 7, 1905	Impression Stitch Machine
Heys, John J.	810,940	Jan. 30, 1906	Sole Placing Attachment
Heys, John J.	957,954	May 17, 1910	Sewing Machine
Heys, John J.	902,880	Nov. 3, 1908	Chain Stitch Shoe Sew. Machine.

Applications

Name of Applicant	Serial No.	Date Filed	Subject Matter
Cummings, H. H.	293,047	Dec. 23, 1905	Loose Nailer
Heys, John J.	309,997	Apr. 5, 1906	Heel Seat Rough Rounder.
Stanbon, Chas. P.	309,109	Mar. 31, 1906	Welt Cutting Machine
Phelan, Merton D.	319,709	June 1, 1906	Automatic Heel Seat Rough Rounder
Phelan, Merton D.	529,313	Nov. 22, 1909	Lasting Machine
Woodward, Erastus	327,136	July 21, 1906	Leveling Machine Jack
Stewart, Wm. C.	343,458	Nov. 14, 1906	Pulling Over Machine

Phelan, Merton D.	353,211	Jan. 21, 1907	Horn Controlling Mechanism for Work Support
English, A. M.	333,062	Sept. 4, 1906	Heel Burnishing Mechanism
Plant, Thomas G.	412,391	Jan. 24, 1908	Machines for Treating Insoles
Plant, Thomas G.	454,082	Sept. 21, 1908	Laying and Leveling Machines
Plant, Thomas G.	501,448	June 11, 1909	Edge Protectors for Shoe Soles
Plant, Thomas G.	501,449	June 11, 1909	Heel Breasting Machines
Plant, Thomas G.	501,920	June 14, 1909	Connection Cutters
Stewart, Wm. C.	502,666	June 17, 1909	Knife Grinders
Plant, Thomas G.	508,436	July 19, 1909	Welt Shoe Preparing Machine
Plant, Thomas G.	518,690	Sept. 20, 1909	Lasting Pincers
Stewart, Wm. C.	522,596	Oct. 14, 1909	Machines for Brushing Edges of Boot and Shoe Soles
McLeod, Geo. T.	524,951	Oct. 27, 1909	Top Lift Scallop or Concave
McLeod, Geo. T.	524,952	Oct. 27, 1909	Shoemakers' Work Bench
Stewart, Wm. C.	526,760	Nov. 8, 1909	Leather Cutting Machine
Glass, Perley R.	536,169	Jan. 3, 1910	Lasting Machine
Plant, Thomas G.	555,294	Apr. 13, 1910	Shoe Supports
Plant, Thomas G.	555,295	Apr. 13, 1910	Work Supports
Plant, Thomas G.	558,915	May 2, 1910	Lasting Machine
Plant, Thomas G.	560,239	May 9, 1910	Heel Breasting Machine
Eaton, Clarence L.	560,174	May 9, 1910	Method of Waxing Thread
Woodward, E.	551,200	Mar. 24, 1910	Shoe Laying and Leveling Jack.

EXHIBIT B

British Patents.

Number	Date	Title
18968/06	Aug. 24, 1906	Improvements in Pads for Buffing Machines, particularly those for Boots and Shoes, and in the Manufacture of said Pads.
18969/06	Aug. 24, 1906	Improvements in Machines for forming and Driving Metallic Fasteners or Staples.
19262/06	Aug. 28, 1906	Improvements in Machines for Leveling or Beating Out the Outsoles of Boots and Shoes.
19631/06	Sept. 3, 1906	Improvements in Nail Forming and Driving Machines.
20215/06	Sept. 11, 1906	Improvements in Stitch Impressing or Impression Finishing Machines for Boots and Shoes.
20216/06	Sept. 11, 1906	Improvements in Machines for Trimming and otherwise Operating upon the Soles of Boots and Shoes.
20722/06	Sept. 18, 1906	Improvements in Heeling Machines for Boots and Shoes.
23396/06	Oct. 23, 1905	Improvements in Sole Rounding Machines.
26185/06	Nov. 19, 1906	Improvements in Sewing Machines.
27992/06	Dec. 9, 1905	Improvements in Tack or Nail Holding and Driving Devices.
92/07	Jan. 1, 1907	Improvements in and connected with Machines for Trimming or Rounding the Soles of Boots or Shoes.
197/07	June 3, 1907	Improvements in or relating to Boot and Shoe Breasting Machines.
411/07	Jan. 7, 1907	Improvements in or relating to Channel Flap Laying Machines for Boots and Shoes.

- 1269/07 Jan. 17, 1907 Improvements in Sole Leveling or like Machines for the Manufacture of Boots and Shoes.
- 1590/07 Jan. 21, 1907 Improvements in Boots and Shoes.
- 1591/07 Jan. 21, 1907 Improvements in Boots and Shoes.
- 2135/07 Jan. 28, 1907 Improvements in Welt or Strip Measuring Devices particularly applicable to the manufacture of Boots or Shoes.
- 4236/07 Aug. 20, 1907 Improvements in pulling Over Machines for Boots and Shoes.
- 7614/07 Mar. 31, 1906 Improvements in Channel Flap Laying Machines for use in the Manufacture of Boots and Shoes.
- 7893/07 Apr. 5, 1906 Improvements in Channeling Machines for use in the Manufacture of Boots and Shoes.
- 10809/07 May 10, 1906 Improvements in Insole Slashing Machines for Boots, Shoes and the like.
- 11883/07 May 22, 1907 Improvements in Lasting Machines for Boots and Shoes.
- 15162/07 July 2, 1906 Improvements in Boot Treeing Machines.
- 15445/07 July 4, 1907 Improvements in the Method of and Machines for Bottoming Boots and Shoes.
- 15870/07 July 11, 1906 Improvements in Buffing Machines.
- 17070/07 July 25, 1907 Improvements in the Pad Covers of Buffing Machines and in the Process or Method of Making same.
- 18492/07 Aug. 15, 1907 Improvements in Insole and like Slashing Machines for use in the Manufacture of Boots and Shoes.
- 21779/07 Oct. 2, 1907 Improvements in or relating to Machines for Molding Buffing Pad Covers.
- 21793/07 Oct. 2, 1907 Improvements in Machines for Marking or Notching Welts or other Parts of Boots and Shoes to Facilitate Bottoming.

- 27876/07 Dec. 18, 1907 Improvements in or relating to Machines for Reinforcing Insoles.
- 4229/08 Feb. 25, 1908 Improvements in or relating to Machines for Operating on the Bottoms of Boots and Shoes.
- 9983/08 Aug. 20, 1907 Improvements in Pulling Over Machines for Boots and Shoes.
- 9984/08 Aug. 20, 1907 Improvements in Pulling Over Machines for Boots and Shoes.
- 15739/08 Nov. 13, 1907 Improvements in or relating to Channel Lip Turning Machines.
- 15740/08 Dec. 2, 1907 Improvements in or relating to Channel Lip Turning Machines.
- 17857/08 Aug. 25, 1908 Improvements in or relating to Stop Mechanisms for Sewing-machines.
- 18235/08 Aug. 31, 1908 Improvements in or relating to Boot and Shoe Sewing Machines.
- 18423/08 Dec. 26, 1907 Improvements in or relating to Thread Controlling Mechanism for Sewing Machines.
- 18424/08 Jan. 29, 1908 Improvements in or relating to Sewing Machines.
- 18496/08 Feb. 4, 1908 Improvements in or relating to Sole Sewing Machines.
- 18761/08 Dec. 23, 1907 Improvements in or relating to Channel Moistening Devices for Sewing Machines or the like.
- 20356/08 Apr. 9, 1908 Improvements in or relating to Wax Thread Sewing Machine Attachments.
- 23025/08 Apr. 15, 1908 Improvements in or relating to Lock Stitch Sewing Machines.
- 23964/08 Nov. 9, 1909 Improvements in or relating to Insole Reinforcing Machines or the like.
- 24193/08 Nov. 11, 1908 Improvements in or relating to Jacks for Boot and Shoe Lasts.
- 24683/08 Nov. 20, 1907 Improvements in or relating to Heel Beading Machines.

- 24684/08 Nov. 20, 1907 Improvements in or relating to Work Supports.
- 2092/09 Jan. 28, 1909 Improvements in Welt or Strip Measuring Devices particularly applicable to the Manufacture of Boots or Shoes.
- 2093/09 Jan. 28, 1909 Improvements in or relating to Sewing Machines.
- 2094/09 Jan. 28, 1909 Improvements in or relating to Bobbin Winding Mechanism.
- 7481/09 Mar. 29, 1909 Improvements in or relating to Treering Devices for Boots and Shoes.
- 8772/09 Apr. 13, 1909 Improvements in or relating to Horn Controlling Mechanism for Fastener Inserting Machines.
- 11119/09 May 11, 1909 Improvements in or relating to Nail Assorting and Delivering Mechanisms.
- 11711/09 May 18, 1909 Improvements in or relating to Heel and Toplift Holders.
- 12867/09 June 1, 1909 Improvements in or relating to Heeling Machines.
- 12892/09 June 1, 1909 Improvements in or relating to Work Holders for Heeling Machines.
- 13313/09 June 7, 1909 Improvements in or relating to Shoe Sewing Machines.
- 13314/09 June 7, 1909 Improvements in or relating to Machines for Sewing Boots and Shoes.
- 14306/09 June 18, 1909 Improvements in or relating to Nail Assorting and Delivering Mechanisms.
- 14307/09 June 18, 1909 Improvements in or relating to Boot and Shoe Channeling Machines.
- 14609/09 June 22, 1909 Improvements in or relating to Heeling Machines.
- 16212/09 July 12, 1909 Improvements in or relating to Machines for Inserting Fasteners in Leather.
- 16348/09 July 13, 1909 Improvements in or relating to Lasting Machines.

- 16349/09 July 13, 1909 Improvements in or relating to Lasting Machines.
- 16350/09 July 13, 1909 Improvements in or relating to Lasting Machines.
- 17191/09 July 23, 1909 Improvements in or relating to Machines for Inserting Metallic Fastenings in the Manufacture of Boots and Shoes.
- 17902/09 Aug. 3, 1909 Improvements in or relating to Insoles for Boots and Shoes.
- 17913/09 Aug. 3, 1909 Improvements in or relating to Work Supports for Boot and Shoe Machines.
- 27244/09 Nov. 23, 1909 Improvements in or relating to Jacks for Slugging and Other Machines.
- 28076/09 Dec. 1, 1909 Improvements in or relating to Welt Laying and Attaching Machines.
- 28488/09 Dec. 6, 1909 Improved Apparatus for applying adhesive to strips of canvas or the like.
- 9015/04 Apr. 19, 1904 Improvements in Sole Molding Machines.
- 19631/06 Sept. 3, 1906 Improvements in Nail Forming and Driving Machines.
- 20216/16 Sept. 11, 1906 Improvements in Machines for Trimming and otherwise Operating upon the Soles of Boots and Shoes.

British Applications.

- | Number | Date | Title |
|----------|---------------|--|
| 16347/09 | July 13, 1909 | Improvements in or relating to Lasting Machines. |
| 18672/09 | Aug. 13, 1909 | Improvements in or relating to Heeling Machines. |
| 19344/09 | Aug. 23, 1909 | Improvements in or relating to Insole Covering and Reinforcing Machines. |
| 24626/09 | Oct. 26, 1909 | Improvements in or relating to Machines for Slashing Soles of Boots and Shoes. |
| 26480/09 | Nov. 15, 1909 | Improvements in or relating to Sole Rounding Machines. |

- 27761/09 Nov. 29, 1909 Improvements in or relating to Heel shaving Machines.
- 27762/09 Nov. 29, 1909 Improvements in or relating to Shoe Sole Edge Setters.
- 5666/10 Mar. 7, 1910 Improvements in or relating to Shoe Sole Flexers.
- 11480/10 May 9, 1910 Improvements in or relating to Laying and Leveling Machines.
- 11628/10 May 10, 1910 Improvements in Rotary Jacks.
- 11629/10 May 10, 1910 Improvements in or relating to Heeling Machines.
- 11841/10 May 12, 1910 Improvements in or relating to Laying and Leveling Machines.
- 12008/10 May 14, 1910 Improvements in or relating to Outsole Markers.
- 13395/10 Oct. 19, 1909 Improvements in Ironing and Dressing Jacks for Boots and Shoes.
- 13814/10 Mar. 26, 1910 Improvements in or relating to Sole Edge Waxing Machines.
- 14803/10 Dec. 22, 1909 Improvements in Driving Shaft Controlling Means.
- 20743/10 Sept. 6, 1910 Improvements in or relating to Heel Breasting Machines.
- 20744/10 Sept. 6, 1910 Improvements in or relating to Welt Shoe Preparing Machines.
- 27350/09 Nov. 24, 1909 Improvements in or relating to Shoe Jacks.
- 20753/10 Sept. 15, 1909 Improvements in or relating to Brush Cleaners.
- 20752/10 Oct. 27, 1909 Improvements in or relating to Machines for Compressing Toplifts.

French Patents.

Number	Date	Title
374,239	Oct. 22, 1906	Sole Rounding Machine
374,396	Dec. 8, 1906	Improvements in Tools for Driving Tacks or Nails.

- 378,788 Aug. 21, 1906 Improvements in Buffing Machines.
- 378,790 Aug. 21, 1906 Sole Leveling Machine.
- 379,001 Aug. 27, 1906 Improvements in Machines for making or for making and driving fasteners.
- 379,184 Aug. 31, 1906 Improvements in Machines for making or for finishing stitch impressions.
- 379,774 July 10, 1907 Improvements in finishing machines used in the manufacture of boots and shoes.
- 380,564 Oct. 10, 1906 Feeler mechanism for adjusting the work guide in rough rounder and channeling machines.
- 380,565 Oct. 10, 1906 Pattern mechanism for adjusting the cutter knife relatively to the guide in rough rounder machines.
- 380,566 Oct. 10, 1906 Feed mechanism and channeling knife for rough rounder machines.
- 381,563 Nov. 12, 1906 Improvements in heeling machines.
- 381,564 Nov. 12, 1906 Improvements in heeling machines
- 381,565 Nov. 12, 1906 Improvements in heeling machines.
- 381,794 May 8, 1907 Insole slashing machine.
- 8,505 Aug. 23, 1907 Patent of addition to Patent No. 381,794 for insole slashing machine.
- 382,028 July 1, 1907 Improvements in machines for finishing boot and shoe uppers. (Boot treeing machine.)
- 382,233 Sept. 26, 1907 Improvements in boot and shoe sewing machines.
- 10,860 Mar. 15, 1909 Patent of addition to Patent No. 382,233 for Improvements in boot and shoe sewing machines.
- 382,276 Mar. 30, 1907 Improvements in channel laying machines.
- 382,277 Apr. 4, 1907 Improvements in sole channeling machine.
- 384,584 Dec. 2, 1907 Improvements in welting machines or other machines for attaching a band of material.

- 10,669 Mar. 15, 1909 Patent of Addition to Patent No. 384,584 for Improvements in welting machines or other machines for attaching a band of material.
- 384,722 Aug. 23, 1907 Improved sole for boots and shoes.
- 385,787 Oct. 21, 1907 Improved insole and improved method for making same.
- 387,878 Mar. 6, 1908 Sole reinforcing and forming machine.
- 388,544 Mar. 27, 1908 Machine for marking the edge of uppers of boots and shoes.
- 389,978 July 16, 1907 Machine and method for facilitating the assembling of the sole and upper, in the manufacture of boots and shoes.
- 390,377 May 19, 1908 Improvements in pulling-over machines.
- 391,650 Mar. 28, 1908 Improvements in machines for operating upon the heel of boots and shoes.
- 391,788 Sept. 5, 1907 Improved pad covering for buffing machines used in the manufacture of boots and shoes, and method for making said covering.
- 392,681 Oct. 2, 1907 Machine for forming or moulding an improved covering for pads of buffing machines used in the manufacture of boots and shoes.
- 393,306 May 19, 1908 Improvements in pulling-over machines.
- 393,307 May 19, 1908 Improvements in pulling-over machines.
- 394,669 Dec. 3, 1907 Improvements in rough rounding machines.
- 392,732 July 27, 1908 Channel lip turning machine.
- 392,733 July 27, 1908 Channel lip turning machine.
- 393,132 Aug. 4, 1908 Improvements in lasting machines.
- 394,013 Sept. 7, 1908 Improvements in sole channel moistening devices.
- 394,226 Sept. 12, 1908 Improvements in thread controlling mechanism for sewing machines.
- 394,376 Sept. 17, 1908 Improvements in boot and shoe sewing machines.

- 394,542 Sept. 22, 1908 Improvements in stop mechanism.
- 394,714 Sept. 26, 1908 Improvements in lock stitch shoe sewing machines.
- 394,715 Sept. 26, 1908 Improvements in boot and shoe sewing machines.
- 394,765 Sept. 29, 1908 Improvements in boot and shoe sewing machines.
- 395,292 Aug. 4, 1908 Improvements in lasting machines.
- 396,404 Nov. 17, 1908 Improvements in work supports for nailing, slugging or other similar machines used in the manufacture of boots and shoes.
- 396,411 Nov. 17, 1908 Improvements in heel seat finishing machines or similar machines used in the manufacture of boots and shoes.
- 396,939 Dec. 1, 1908 Improvements in work supports or jacks used in machines for the manufacture of boots and shoes.
- 398,582 Dec. 3, 1908 Improvements in machines for applying a reinforcing covering to insoles used in the manufacture of boots and shoes.
- 398,925 Jan. 29, 1909 Bobbin winder.
- 409,801 Nov. 30, 1909 Improvements in machines for attaching or applying a welt to the surface of a sole along its edge.
- 410,469 Dec. 21, 1909 Improvements in heel trimming machines.
- 410,946 Nov. 22, 1909 Improvements in jacks in sole leveling or sole laying machines.
- 411,560 Apr. 13, 1909 Improvements in boot treeing machines.
- 411,960 Jan. 27, 1910 Improvements in the jacks or work supports in toplift slugging or other nailing machines.
- 411,975 Apr. 21, 1909 Improvements in fastener driving machines used in the manufacture of boots and shoes.

- 411,961 Jan. 27, 1910 Improvements in apparatus for machines used in the manufacture of boots and shoes for applying cement to canvas for reinforcing insoles of boots and shoes.
- 412,778 May 10, 1909 Improvements in nail assorting and delivering mechanism used in machines for making boots and shoes.
- 413,140 May 19, 1909 Improvements in heel or toplift carriers for boot and shoe machines.
- 413,713 June 1, 1909 Improvements in machines for loading heels with nails for attaching the latter to the shoe.
- 413,750 June 2, 1909 Improvements in heel carriers used in boot and shoe machines and more particularly in heeling machines.
- 414,153 June 11, 1909 Improvements in sewing machines.
- 414,340 June 16, 1909 Improvements in sewing machines and more particularly in so-called welters used in the manufacture of boots and shoes.
- 414,447 June 18, 1909 Improvements in sole channeling machines.
- 414,589 June 22, 1909 Improvements in heeling machines.
- 414,737 June 25, 1909 Improvements in nail assorting and delivering mechanism used in machines for the manufacture of boots and shoes.
- 415,142 July 5, 1909 Improvements in lasting machines.
- 416,023 July 27, 1909 Improvements in machines for inserting metallic fasteners.
- 416,024 July 27, 1909 Improvements in machines for inserting fasteners.
- 416,272 Aug. 2, 1909 Improvements in insoles for boots and shoes.
- 415,972 May 14, 1910 Improvements in laying and leveling machines.
- 415,768 May 10, 1910 Improvements in rotary jacks.
- 416,009 May 17, 1910 Improvements in sole markers.

French Applications.

Ser. No.

- 1,029 Sept. 9, 1909 Patent of Addition to Patent No. 387,878
for sole reinforcing and forming machine.
- 1,185 Oct. 26, 1909 Patent of Addition to Patent No. 381,794
for insole slashing machine.
- 7,906 Sept. 3, 1909 Improvements in heeling machines.
- 10,211 Nov. 13, 1909 Improvements in sole rounding machines.
- 16,909 May 13, 1909 Sole leveling and laying machine.
- 17,294 May 24, 1910 Heeling Machine.
- 17,726 June 4, 1910 Improvements in ironing and dressing
jacks for boots and shoes.
- 17,959 June 11, 1910 Improvements in sole edge and heel finish-
ing machines.
- 17,280 June 21, 1910 Improvements in machines for flexing soles.
- 18,464 June 25, 1910 Improvements in sole edge setting machines.
- 20,734 Sept. 5, 1910 Improvements in machines for operating
on the bottoms of boots and shoes, and
more particularly heels (Heel Breaster).
- 20,736 Sept. 5, 1910 Improvements in machines for preparing
the shoe to receive the welt (welt shoe
sewing machine).
- 20,735 Sept. 5, 1910 Improvements in brush cleaners.
- 20,737 Sept. 5, 1910 Improvements in machines for compressing
toplifts.

German Patents.

- | Number | Date | Title |
|---------|---------------|---|
| 214,012 | Nov. 10, 1908 | Insole Reinforcing Machine. |
| 218,943 | Nov. 20, 1908 | Machine for Operating upon Boots and
Shoes. |
| 221,688 | July 14, 1909 | Lasting Machine. |
| 221,732 | May 20, 1909 | Nail Assorting and Delivering Machanism. |
| 221,826 | Sept. 8, 1908 | Channel Moistening Device for Sole Fas-
tening Machines, especially Shoe Sew-
ing Machines. |

- 223,043 Oct. 1, 1908 Sewing Machine for Boots and Shoes with an oscillatory welt guide and a back gauge movable toward and from the work.
- 223,192 Sept. 10, 1908 Presser-foot for Sewing Machines for Boots and Shoes.
- 223,193 Sept. 19, 1908 Sewing Machine for Boots and Shoes.
- 223,575 Jan. 31, 1909 Bobbin Winding Mechanism for Wax-Thread Sewing Machines.
- 223,877 Aug. 1, 1908 Lasting Machine for Boots and Shoes.
- 224,650 Sept. 15, 1908 Stopping Mechanism for Sewing and other Machines for Operating upon Boots and Shoes, with fast and loose Clutch Members provided on the Main Shaft.
- 225,323 Oct. 1, 1908 Back Gauge for Boot and Shoe Sewing Machines.
- 226,576 July 15, 1909 Machine for Inserting Fastenings.
- 225,693 July 16, 1909 Boot and Shoe Sewing Machine with welt guide.
- 200,553 Aug. 26, 1906 Pad for Sole Buffing Machines.
- 201,394 Nov. 29, 1906 Tack or Nail Driving Device.
- 201,985 Aug. 31, 1906 Machine for Making and Driving Staples.
- 201,986 Sept. 11, 1906 Machine for Rounding Soles or the like.
- 203,301 Aug. 27, 1907 Insole for Boots and Shoes with transverse slashes.
- 205,732 Oct. 31, 1906 Nail Delivering Device for Heeling Machines or the like.
- 205,733 Jan. 11, 1908 Insole Reinforcing Machine.
- 205,877 July 17, 1907 Method and Machine for Facilitating Assembling of Shoe Uppers and Soles.
- 206,129 Oct. 4, 1907 Machine for Making Pad Covers for Boot and Shoe Buffing Machines or the Like, in which a forming device acts upon a blank held by its edge.
- 207,800 Aug. 29, 1907 Process for Making Pad Covers for Shoe Bottom Buffing Machines.

- 207,801 Mar. 26, 1908 Machine for Marking the Edge of Uppers.
208,690 Sept. 7, 1906 Stitch Impression Machine.
209,630 Sept. 21, 1906 Sole Rounding Machine with a Work Holder and a Cutting Knife.
210,050 Oct. 20, 1907 Sewing Machine for Assembling a ribbon-shaped Stripe of Material with the work, especially the Welt of Boots and Shoes with the Upper.
210,186 Sept. 3, 1907 Welt Shoe Sewing Machine with a curved Needle and a Welt Guide.
211,020 Apr. 5, 1907 Machine for Operating upon Shoe Soles, with a feeding mechanism for the Work and a Sole Channeling Device
211,258 Aug. 26, 1906 Sole Leveling Machine with a Leveling Device acting upon the Tread Surface of the Sole.
212,373 July 12, 1907 Shoe Sole Buffing Machine.
214,992 July 2, 1907 Boot Treeing Machine
215,841 Feb. 4, 1909 Sewing Machine for Assembling a Ribbon-shape Stripe of Material with the Work, especially the Welt of Boots and Shoes with the Upper.
216,588 Oct. 22, 1907 Method for Making Insoles for Boots and Shoes, according to which a Channel with upturned Lip is put into the Surface of the Sole.
217,772 May 9, 1907 Sole Slashing Machine.
218,244 Aug. 27, 1907 Sole Slashing Machine.
219,981 Mar. 31, 1908 Heel Breasting Machine or the Like.
220,936 Mar. 31, 1907 Channel Flap Layer.
220,973 Mar. 31, 1908 Machine for Operating upon Boots and Shoes, especially for Breasting Heels.
225,468 Feb. 4, 1909 Welt Shoe Sewing Machine with a curved Needle and a Welt Guide.
226,578 Dec. 31, 1909 Jack for Boot and Shoe Machine.

German Patent Applications

Ser. No.	Date	Title
P. 22240	Nov. 14, 1908	Jack for Boot and Shoe Machines.
P. 22258	Nov. 19, 1908	Workholder or Jack for Boot and Shoe Machines.
P. 23032	Apr. 22, 1909	Machine for Inserting Fastenings.
P. 21842	Aug. 10, 1908	Channel Lip Turning Machine.
P. 21953	Sept. 4, 1908	Thread Controlling Mechanism for Sewing Machines.
P. 23213	June 8, 1909	Work Holder for Heeling Machines.
P. 23214	June 8, 1909	Heeling Machine.
P. 23447	July 23, 1909	Machine for Nailing Heels upon Boots and Shoes.
P. 23291	June 23, 1909	Heel Holding Device for Boot and Shoe Machines.
P. 23487	Aug. 2, 1909	Jack for Boot and Shoe Machines.
P. 24099	Nov. 30, 1909	Last Holder for Boot and Shoe Machines.
P. 22044	Sept. 28, 1908	Shuttle for Lock Stitch Shoe Sewing Machines.
P. 23399	July 14, 1909	Machine for Inserting Fastenings.
P. 23284	June 21, 1909	Sole Channeling Machine for Boots and Shoes.
P. 23393	July 13, 1909	Boot and Shoe Sewing Machine.
P. 24975	May 11, 1910	Sole Laying and Leveling Machine.
P. 23392	July 13, 1909	Lasting Machine for Boots and Shoes.
P. 23394	July 13, 1909	Lasting Machine.
P. 23396	July 13, 1909	Lasting Machine.
P. 24168	Dec. 11, 1909	Sole Slashing Machine.
P. 24081	Nov. 26, 1909	Sole Rounding Machine.
P. 23423	July 19, 1909	Nail Assorting and Delivering Mechanism
P. 22939	Apr. 3, 1909	Boot and Shoe Treering Machine.
P. 24961	May 9, 1910	Heeling Machine.
P. 23433	July 21, 1909	Toplift Holder for Heeling Machines.
P. 23493	Aug. 3, 1909	Insole for Boots and Shoes.

- P. 24976 May 11, 1910 Sole Laying and Leveling Machine.
 P. 24269 Dec. 30, 1909 Jack for Boot and Shoe Machines.
 P. 24270 Dec. 30, 1909 Cement Applying Machine.
 P. 24268 Dec. 30, 1909 Heel Shaving Machine.
 P. 24182 Dec. 13, 1909 Welt Laying Machine.
 P. 24634 Mar. 9, 1910 Shoe Sole Flexing Machine
 P. 24271 Dec. 30, 1909 Shoe Sole Edge Setter.
 P. 24996 May 14, 1910 Outsole Marking Machine.
 P. 24962 May 9, 1910 Workholder or Jack for Boots and Shoes.
 P. 25068 June 1, 1910 Ironing and Breasting Jack for Boots
 and Shoes.
 P. 25172 June 21, 1910 Driving Shaft Controlling Means.
 P. 25112 June 8, 1910 Heel and Sole Edge Waxing Machine.
 P. 25520 Aug. 18, 1910 Heel Breasting Machine.
 P. 25521 Aug. 18, 1910 Preparatory Welt Shoe Sewing Machine.
 P. 25564 Aug. 27, 1910 Brush Cleaner.
 P. 1910 Machine for Compressing Toplifts for
 Boots and Shoes.
 M. 33863 Dec. 14, 1907 Sole Rounding Machine with Feeding
 Device and a Rotatable Pattern.
 M. 35059 May 18, 1908 Pulling Over Machine
 M. 39565 Nov. 13, 1909 Pulling Over Machine.
 M. 39566 Nov. 13, 1909 Pulling Over Machine
 M. 38837 Aug. 23, 1909 Insole Reinforcing Machine.

Austrian Patents.

Number	Date	Title
42267	Dec. 1, 1909	Channel Moistening Device for Sole Sewing Machines.
44344	May 15, 1910	Lasting Machine.
44155	Apr. 15, 1910	Jack for Machines for Operating Upon Boots and Shoes.
44352	May 1, 1910	Machine for Operating on Boots and Shoes.
35618	Aug. 1, 1908	Machine for Making and Inserting Fasten- ings.
36259	Sept. 15, 1908	Sole Slashing Machine.

- 36748 Nov. 1, 1908 Buffing Machine for Boots and Shoes.
- 36926 Nov. 15, 1908 Machine for Rounding or Dieing Out Sole Ends.
- 37639 Jan. 1, 1909 Stitch Impression Machine.
- 37642 Jan. 1, 1909 Insole for Boots and Shoes.
- 38517 Apr. 1, 1909 Method and Device for Facilitating the Assembling of Sole and Upper.
- 38564 Apr. 1, 1909 Welt Measuring Device for Welt Sewing Machines.
- 39041 Apr. 1, 1909 Welt Sewing Machine.
- 39043 Apr. 15, 1909 Method for Making Insoles for Boots and Shoes.
- 39438 June 15, 1909 Sole Slashing Machine.
- 40316 July 15, 1909 Sole Rounding Machine
- 40317 July 1, 1909 Method for Shaping Pad Covers for Shoe Sole Buffing Machines or the like.
- 40352 July 15, 1909 Pad for Sole Buffing Machines.
- 40591 Aug. 15, 1909 Shoe Sole Channel Flap Layer.
- 40853 Sept. 1, 1909 Mechanism for Applying a Reinforcing Material to Insoles.
- 40906 Sept. 1, 1909 Machine for Marking the Edge of the Upper or the Welt attached to the same.
- 41146 Oct. 1, 1909 Boot Treeing Device.
- 42411 Jan. 15, 1910 Sole Channeling Machine.
- 43586 Apr. 1, 1910 Machine for Operating upon Boots and Shoes, especially for Breasting the Heel.
- 43594 Apr. 1, 1910 Heel Breasting Machine or the like.
- 44151 May 1, 1910 Machine for Rounding and Channeling Shoe Soles.

Austrian Patent Applications

Ser. No.	Date	Title
A 7332-08	Nov. 13, 1908	Jack for Boot and Shoe Machines.
A 3585-09	Apr. 29, 1909	Machine for Inserting Fastenings.
A 5924-08	Sept. 14, 1908	Stopping Device for Sewing Machines or the like.

- A 7260-08 Nov. 10, 1908 Insole Reinforcing Machine.
- A 4334-09 June 1, 1909 Nail Assorting and Delivering Device
for Heeling Machines or the like.
- A 5764-08 Sept. 4, 1908 Thread Controlling Device for Sewing
Machines.
- A 4722-09 June 15, 1909 Work Holder for Heeling Machines.
- A 4723-09 June 15, 1909 Machine for Driving Nails into the
Heels of Boots and Shoes.
- A 5909-09 July 30, 1909 Heeling Machine for Boots and Shoes.
- A 6324-08 Oct. 1, 1908 Sewing Machine for Boots and Shoes.
- A 6325-08 Oct. 1, 1908 Sewing Machine for Boots and Shoes.
- A 5612-09 July 17, 1909 Machine for Inserting Metallic Fasten-
ings in Boot and Shoe Leather.
- A 6344-08 Oct. 2, 1908 Sole Sewing Machine.
- A 4959-09 June 24, 1909 Heel Holder for Machines for Driving
Nails into the Heels of Boots and
Shoes.
- A 6276-08 Sept. 29, 1908 Waxing Device for Sewing Machines.
- A 6277-08 Sept. 29, 1908 Shuttle for Sewing Machines.
- A 5956-08 Sept. 15, 1908 Sewing Machine.
- A 5618-09 July 18, 1909 Machine for Making Metallic Fasten-
ings from Wire and Inserting them
in Leather or the like.
- A 4911-09 June 22, 1909 Sole Channeling Machine for Boots
and Shoes.
- A -09 July 16, 1909 Boot and Shoe Sewing Machine.
- A 713-09 Jan. 30, 1909 Bobbin Winding Mechanism.
- A -10 May 14, 1910 Sole Laying and Leveling Machine.
- A 5476-09 July 13, 1909 Lasting Machine for Boots and Shoes.
- A 6499-09 July 14, 1909 Lasting Machine for Boots and Shoes.
- A 5498-09 July 14, 1909 Lasting Machine for Boots and Shoes.
- A 5500-09 July 14, 1909 Lasting Machine for Boots and Shoes.
- A -09 July 17, 1909 Welt Sewing Machine for Boots and
Shoes.
- A 9218-09 Dec. 9, 1909 Sole Slashing Machine.
- A 8866-09 Nov. 26, 1909 Sole Rounding Machine.

- A 5739-09 July 23, 1909 Nail Assorting and Delivering Device
for Boot and Shoe Machines.
- A 3096-09 Apr. 8, 1909 Boot Treeing Device.
- A -10 May 13, 1910 Heeling Machine.
- A 5740-09 July 23, 1909 Toplift Holder for Heeling Machines.
- A 5972-09 Aug. 2, 1909 Jack for Boots and Shoes.
- A 6002-09 Aug. 3, 1909 Insole for Boots and Shoes.
- A -10 May 14, 1910 Sole Laying and Leveling Machine.
- A 9764-09 Dec. 30, 1909 Jack.
- A 9763-09 Dec. 30, 1909 Cement Applying Machine.
- A 9765-09 Dec. 30, 1909 Heel Shaving Machine.
- A 9360-09 Dec. 14, 1909 Welt Laying Machine.
- A -10 Mar. 11, 1910 Sole Flexing Machine.
- A 9766-09 Dec. 30, 1909 Machine for Polishing Shoe Sole Edges.
- A -10 May 14, 1910 Outsole Marking Machine.
- A -10 May 13, 1910 Workholder or Jack for Boots and
Shoes.
- A 5067-10 June 22, 1910 Driving Shaft Controlling Means.
- A -10 June 2, 1910 Ironing and Dressing Jack for Boots
and Shoes.
- A 4737-10 June 10, 1910 Heel and Sole Edge Waxing Machine.
- A 9014-09 Dec. 2, 1909 Jack for Boot and Shoe Machines.
- A 6617-10 Aug. 19, 1910 Heel Breasting Machine.
- A 6618-10 Aug. 19, 1910 Welt Shoe Sewing Machine.
- A -10 Aug. 27, 1910 Brush Cleaner.
- A -10 1910 Machine for Compressing Toplifts.
- A 3339-08 May 19, 1908 Pulling Over Machine.
- A 9035-09 Dec. 2, 1909 Pulling Over Machine.
- A 9036-09 Dec. 2, 1909 Pulling Over Machine.
- A 715-09 Jan. 30, 1909 Sewing Machine for Sewing a Ribbon-
Shaped Stripe of Material to the
Work, especially the Welt of Boots
and Shoes to the Upper.
- A 716-09 Jan. 30, 1909 Welt Sewing Machine.
- A 6523-09 Aug. 24, 1909 Insole Reinforcing Machine.

Australian Patents

Number	Date	Title
8787/07	May 23, 1907	Improvements in or relating to automatic heel seat rough rounding or like machines used in the manufacture of Boots or Shoes.
8788/07	May 23, 1907	Improvement in sole rounding machines.
8945/07	June 12, 1907	Improvements in or relating to pulling-over or like machines used in the manufacture of Boots or Shoes.
9018/07	June 19, 1907	Improvement in Lasting Machines.
9105/07	July 2, 1907	Improvement in Channeling Machines.
9169/07	July 10, 1907	Improvement in Boot Treeing Machines.
9171/07	July 10, 1907	Improvement in Channel Flap Layer.
9172/07	July 10, 1907	Improvements in Machines for Forming and Driving Metallic Fasteners or Staples.
9173/07	July 10, 1907	Improvements in Buffing Machines, particularly those for boots and Shoes, in pads therefor, and in the manufacture of said pads.
9174/07	July 10, 1907	Improvement in Stitch Impression Finishing Machines.
9431/07	Aug. 7, 1907	Machine and Method for Facilitating the Assemblage of Shoe Uppers and Soles.
9532/07	Aug. 15, 1907	Improvements in or relating to buffing or like machines used in the manufacture of boots or shoes.
9619/07	Aug. 27, 1907	Pad Covers and Method for Making the Same.
9961/07	Oct. 8, 1907	Improvement in Insole Slashing Machines.
9962/07	Oct. 8, 1907	Improvements in or Relating to Reinforced Insole and Process for Making the Same.

- 9963/07 Oct. 8, 1907 Improvements in or Relating to Poot and Shoe Soles.
- 9964/07 Oct. 8, 1907 Improvements in or Relating to Welt and Thread Cutting Means for Sewing Machines or the like.
- 9965/07 Oct. 8, 1907 Improvements in or relating to Welt Measuring Means for Sewing Machines or the Like.
- 10374/07 Dec. 3, 1907 Improvements in and connected with machines for trimming or rounding the soles of boots or shoes.
- 10750/08 Jan. 31, 1908 Improvements in or relating to Boot and Shoe Machines.
- 11138/08 Mar. 25, 1908 Improvements in or relating to machines for operating on the bottoms of boots and shoes.
- 11338/08 Apr. 23, 1908 Welt Marking Machine.
- 12700/08 Oct. 6, 1908 Improvements in or relating to Stopping Mechanisms for Sewing Machines.
- 12750/08 Dec. 23, 1907 Improvements in or relating to Channel Moistening Devices for Sewing Machines or the Like.
- 12751/08 Dec. 26, 1907 Improvements in or relating to thread controlling mechanism for sewing machines.
- 12752/08 Oct. 12, 1908 Improvements in or relating to sewing machines.
- 12753/08 Feb. 4, 1908 Improvements in or relating to sole sewing machines.
- 12754/08 Oct. 12, 1908 Improvements in or relating to boot and shoe sewing machines.
- 12873/08 Apr. 15, 1908 Improvements in or relating to lock stitch sewing machines.
- 12874/08 Apr. 9, 1908 Improvements in or relating to wax thread sewing machine attachments.

- 13868/09 Feb. 26, 1909 Improvements in or relating to bobbin winding mechanism.
- 15104/09 July 14, 1909 Improvements in or relating to sewing machines.
- 15105/09 July 14, 1909 Improvements in or relating to Shoe Sewing Machines.

New Zealand Patents.

Number	Date	Title
22926	June 1, 1906	Improvements in or relating to automatic heel seat rough rounding or like machines used in the manufacture of boots or shoes.
22927	May 31, 1907	Improvement in sole rounding machines.
23055	July 2, 1906	Improvement in boot treeing machines.
23124	July 11, 1907	Improvement in channeling machines.
23157	July 18, 1907	Improvement in channel flap layer.
23158	July 18, 1907	Improvements in machines for forming and driving metallic fasteners or staples.
23159	July 18, 1907	Improvements in buffing machines, particularly those for boots and shoes, in pads therefor, and in the manufacture of said pads.
23160	July 18, 1907	Improvement in stitch impression finishing machines.
23304	Aug. 15, 1907	Machine and method for facilitating the assemblage of shoe uppers and soles.
23376	Aug. 28, 1908	Improvements in or relating to buffing or like machines or like machines used in the manufacture of boots and shoes.
23424	Sept. 5, 1907	Pad Covers and method for making the same.

EXHIBIT C.

Contents of machine-shop located in Pevear Building, 507 Washington Street, Lynn, Mass., fully equipped with large machine tools, small tools, machine-shop equipment, etc. (not including, however, shafting, pulleys, belts, etc., furnished by landlord):

two-thirds of the capital stock of the Bresnahan Shoe Machinery Company, incorporated under the laws of Maine, which is doing a machinery business at said Lynn manufacturing for said Plant, and whose assets are at its place of business in said Lynn and consist principally of machine tools, small tools, machine-shop equipment and machinery.

Patterns, tools, jigs, etc., built for the purpose of manufacturing the Wonder Worker Shoe Machinery in use at said place of business of said Bresnahan Shoe Machinery Company, at said machine-shop in Pevear Building, at the places of business of C. P. Stanbon & Company, Lynn, Mass., Taft-Peirce Manufacturing Company, Woonsocket, R. I., Stanley Manufacturing Company, Lawrence, Mass., National Machine & Tool Company, Boston, Mass., C. H. Cowdrey Machine Works, Fitchburg, Mass., and Lockwood Manufacturing Company, Boston, Mass.

Completed shoe machinery and machinery in process of manufacture, manufactured parts in stocks, parts in process of manufacture and materials located at Bismarck Street, Jamaica Plain, Boston, machine-shop No. 1, Bickford Street, Boston, Mass., at said places of business of said Bresnahan Shoe Machinery Company, C. P. Stanbon & Company, Taft-Peirce Manufacturing Company, National Machine & Tool Company, C. H. Cowdrey Machine Works and Lockwood Manufacturing Company.

Machine tools, small tools, jigs, patterns, machines in process of manufacture, fixtures, office furniture, etc., located at said place of business of said Stanley Manufacturing Company, Lawrence, Mass.

Also all other property which Thomas G. Plant owns and uses in connection with the manufacture of machinery.

EXHIBIT D.

Agreement, made this twenty-ninth day of May A. D. 1905, by and between Charles P. Stanbon, of Lynn, Massachusetts, doing business under the firm name and style of Charles P. Stanbon & Company of the first part, and Manufacturers Machine Company, a corporation duly organized and existing under and by virtue of the

laws of the State of New Jersey, party of the second part, Witnesseth:

That whereas the party of the first part is established in business at Lynn, Massachusetts, in the manufacture and sale of shoe machinery, parts thereof and accessories thereto, and is willing, upon receipt of the bond hereinafter described, to give the party of the second part an option for the purchase of the good-will of the business, the stock, machinery, tools and patents of the party of the first part;

And whereas the party of the second part is willing to give said bond;

Now therefore in consideration of the premises and the covenants and agreements hereinafter contained, and of one dollar each to the other paid, the receipt of which is hereby acknowledged, said parties have agreed as follows:—

1. Said party of the first part, in consideration of the bond of the party of the second part for five thousand dollars hereinafter described, hereby gives to the party of the second part the following described option, viz.: at any time on or before the first day of November, A. D. 1906, to enter into a contract to purchase the entire business, good-will, stock, machinery, parts, tools, patents, inventions, furniture, and everything else forming a part of, used in or accessory to the business of said party of the first part at an inventory value, said inventory to be taken at the time and in the manner herein set forth, to wit: said inventory shall be taken as soon as may be after notice in writing by the party of the second part given to the party of the first part of the desire of the party of the second part to purchase said property under this option, which notice shall constitute a contract for the purchase of the property which is the subject of this agreement; and said notice must be given, if at all, on or before November 1, 1906. Said inventory shall be made up and the purchase price shall be fixed by Harry I. Illingworth, Lynn, Mass., acting as an appraiser, unless some other person should be mutually agreed upon by the parties hereto. In case of the death of said Illingworth, or his refusal to act as an appraiser as aforesaid, and in case the parties hereto

shall fail within fourteen days after the giving of said notice, to agree upon an appraiser, said appraiser shall be selected by Perley R. Glass, Boston, Mass., and said selection shall be final and binding upon all of the parties hereto. The appraiser shall appraise all machinery at a value equivalent to the value thereof as second-hand machinery, sold by a willing seller to a willing purchaser under favorable conditions.

2. Said party of the first part agrees that the good-will, patents and inventions of or owned by said party of the first part, and also those of or owned by any other individual or individuals who may in part or wholly constitute the party of the first part, shall be inventoried at one dollar, it being the intent of said party of the first part to contribute the same at such nominal price to the party of the second part provided the latter avails of this option.

3. The party of the second part agrees, simultaneously with the execution of this agreement, to furnish the party of the first part with a bond with a good and sufficient surety or sureties, in the sum of five thousand dollars, to be paid by the party of the second part to the party of the first part on the first day of November A. D. 1906, or at the time of the transfer of the property which is the subject of this agreement if said transfer shall be made prior to the said first day of November 1906, or subsequent to the first day of November 1906 and following an acceptance in writing of this option. If this option is accepted and the property which is the subject of this agreement is transferred as herein provided, then said sum of five thousand dollars shall be reckoned, considered and taken as part payment on the purchase price of said property at said appraisal. If this option is not accepted, then said sum of five thousand dollars is to be paid over by the party of the second part to the party of the first part on the first day of November 1906 and is to be forfeited: that is to say, the party of the second part is to be considered as having received value to the extent of five thousand dollars by having the option aforesaid until and including the first day of November 1906. In case the option is availed of by the party of the second part the remainder of the purchase price as fixed by said appraisal shall be paid by the party of the second

part to the party of the first part within fourteen (14) days after the completion of said appraisal and its submission to the party of the second part.

4. The said Charles P. Stanbon, of the party of the first part, agrees that, should the party of the second part exercise the option herein given within the time stated and purchase the business of the party of the first part as herein provided for, then and in such event said party of the second part shall have the right and option to acquire the services of said Charles P. Stanbon for the whole or such part of five years next following the acquirement of the property which is the subject of this option and agreement as said services shall be satisfactory to the party of the second part, at the rate of five thousand (5,000) dollars per year, or a proportionate part thereof for a part of any year, as said party of the second part may elect.

5. In the event of the exercise of this option by the party of the second part hereto within the time mentioned, the party of the first part may at his election receive payment for the property referred to in Section 1 hereof at the appraised value in cash or in stock at par of said party of the second part.

In Witness Whereof, the parties hereto have hereunto set their hands and caused their seals to be affixed the day and year first above written.

[SEAL]

Charles P. Stanbon

[SEAL]

Manufacturers Machine Co.

F. H. Rowsom, Treasurer.

EXHIBIT E.

This agreement, made this 26th day of January, in the year 1910, between the Keighley Company, a corporation organized under the laws of the State of New Jersey and having its principal office and place of business in Vineland, New Jersey, U. S. A., of the first part, and Thomas G. Plant of Boston in the State of Massachusetts, U. S. A., of the second part, witnesseth:—

That the party of the first part, for and in consideration of One Dollar to it paid by the party of the second part, the receipt of

which is hereby acknowledged, and other valuable consideration hereinafter set forth, agrees to furnish to the party of the second part, his successors or assigns, its Rapid Inseam Trimming Machines in such quantities up to twenty-five per cent of its output as the party of the second part may desire from time to time, said machines to be subject to the lease of the party of the first part for a period of forty-nine years without the payment of rental or royalty.

The party of the second part hereby agrees, for himself, his successors or assigns, to pay to the party of the first part the sum of Five Hundred Dollars for each machine so furnished, within 30 days after receipt of same at place of destination, said machines to be delivered by the party of the first part F. O. B. cars at Vineland, New Jersey.

The party of the second part also agrees to pay to party of the first part the sum of Five Dollars per day and all traveling and hotel expenses for the services of a man to set up said machines at place of destination and teach operators to run same, provided the party of the second part desires such services.

The party of the second part also agrees that he will place said machines only in the factories of such shoe manufacturing concerns as equip their factories with his general line of machinery and that he will use his best efforts to induce all users of his machinery to use the said Rapid Inseam Trimming Machines of the party of the first part.

The party of the second part also agrees to purchase all parts, mechanisms and devices used on the machines furnished to him by the party of the first part from them at their regular prices established at the time of purchase less a discount of twenty-five per cent for payment in 30 days from date of shipment.

The party of the second part also agrees to take from the party of the first part thirty or more of said machines during the year 1910 and fifteen or more during each six months thereafter during the life of this agreement.

The party of the first part agrees to deliver to the party of the second part, thirty or more of its Rapid Inseam Trimming Machines

during the year 1910 and fifteen or more during each six months thereafter during the life of this agreement unless prevented by strikes, fire or other acts of Providence.

The party of the first part agrees that it will not sell its business or patents to anyone within one year from date hereof in such manner or to such effect as will interfere in any manner with the performance of this contract.

This agreement shall continue in force until January First 1911 and thereafter until annulled by six months written notice by either party to the other.

In witness whereof the parties hereto have affixed their signatures and seals this 26th day of January 1910.

Witness

William E. Hughes.

The Keighley Company.

By Chas. Keighley, President.

By C. P. Keighley, Secretary.

Thomas G. Plant.

Witness

A. H. Handley.

Vineland, N. J., January 26th, 1910.

This is to certify that we, the undersigned, are the owners collectively of a majority and controlling portion of the capital stock of the Keighley Company, a corporation of the State of New Jersey with its principal office and place of business at Vineland, New Jersey and we do hereby jointly and severally agree, for and in consideration of One Dollar to them paid by Thomas G. Plant of Boston, in the State of Massachusetts, the receipt of which is hereby acknowledged, not to sell, transfer or assign any portion of our holdings as aforesaid, to anyone within one year from the date hereof, in such manner or to such effect as will interfere in any manner with the performance of the contract made between The Keighley Company and Thomas G. Plant.

Chas. Keighley.

William B. Keighley.

C. Percy Keighley.

Witness

William E. Hughes.

EXHIBIT F.

This Agreement made this fifteenth day of June, 1910, by and between the Stanley Company, a corporation organized under the laws of the State of Massachusetts, party of the first part, and Thomas G. Plant, of Boston, party of the second part, Witnesseth as follows:—

The said party of the second part hereby covenants and agrees to manufacture in a good and workmanlike manner and of good material, at the machine shops in Lawrence, Massachusetts, that have been leased to him by the Stanley Manufacturing Company, all such gasoline motors and parts of the same as the said party of the first part may need to enable it to meet the demands of its business, and as the party of the second part may find it convenient to make, until this provision of this agreement shall be terminated as hereinafter provided; and he also agrees to keep in good and substantial repair, until the termination of this provision of this agreement, all patterns and special tools of the party of the first part used in the manufacture of such gasoline motors and parts of the same.

The foregoing provision of this agreement shall terminate at the expiration of three months after written notice of election to terminate the same is given at any time by either party hereto to the other.

And for the manufacture of such gasoline motors and parts for the same and for keeping in repair the said gasoline motors, the party of the first part covenants and agrees to pay the party of the second part as follows:—

1. The amount paid for labor;
 2. The cost of materials used;
 3. An expense account equal to eight cents for each hour of labor on such motors and parts;
- and in addition thereto to pay a sum equal to 15% on the aggregate of the above three items—payment to be made by the said party of the first part to said party of the second part, for all such manufacturing and repair work, on or before the fifteenth day of

the next month following that in which the work is completed and is ready for delivery.

And the said party of the second part hereby covenants and agrees to purchase from the said party of the first part, at cost to the said party of the first part, all of the fuel and materials which the said party of the first part now has on hand in the factory of the said Stanley Manufacturing Company at Lawrence, Massachusetts, and which can be used in the manufacture of machinery, and to pay cash for the same on delivery; also to purchase from the said party of the first part all of the unfinished machinery which the said party of the first part now has in process of manufacture in said factory of the Stanley Manufacturing Company at Lawrence, at cost to the said party of the first part, together with a profit of 7 1/2% to be computed on the aggregate of the following items, to wit: —

1. The amount paid for labor;
2. The amount paid for materials entering into the work;
3. An expense account of 8c. for each hour of labor.

Said sum to be paid to the party of the first part by the party of the second part in cash at the time when the said party of the second part shall take possession of said factory at Lawrence, under the lease of said premises to him by the said Stanley Manufacturing Company. Also to purchase at cost to said party of the first part, all of the stationery now belonging to the party of the first part and now on hand at said factory of the Stanley Manufacturing Company and to pay for the same in cash at the time of his taking possession of said factory under aforesaid lease. Also to purchase from said party of the first part, at a fair appraisal by three appraisers, all of the office furniture of the party of the first part now in said factory of the Stanley Manufacturing Company and to pay cash for the same at the time when he enters upon his lease of said factory, it being understood and agreed that if the appraisal value of any article or articles of office furniture is not satisfactory to the said party of the first part, the said party of the first part may withdraw said article from said sale.

And inasmuch as the insurance premiums on said factory prop-

erty of the Stanley Manufacturing Company and also the premiums for the Employers' Liability Insurance at said factory have been advanced by the party of the first part for the present term of the existing policies of insurance on said property and for said liability insurance, and as the insurance premiums on the said property and for said liability insurance are to be hereafter paid by the said party of the second part, it is hereby further covenanted and agreed that all of the insurance premiums heretofore advanced by the said party of the first part for the aforesaid policies, shall be adjusted by the party of the second part now paying to the party of the first part for the unexpired term of all of said insurance, a pro rata part of the amount paid for the full term of such insurance, taking last year's adjustment of return premiums as a basis for determining the amount of the premium that will be returned on the present insurance; and at the expiration of the term of the said insurance policies, a final and accurate adjustment of insurance shall be made between the parties hereto and any excess, as now adjusted, which may then be in the hands of either party shall then be repaid to the other.

And it is further covenanted and agreed that for the use of certain machinery, tools and other articles which are the property of the said party of the first part and are now located in the said factory of the Stanley Manufacturing Company, a schedule of which is hereto annexed and marked "B", the said party of the second part shall pay to the said party of the first part a monthly rental equal to one per cent of the cost value, such rental sum to be credited to the party of the first part against any sums due from it to the party of the second part for manufacturing machinery and keeping up repairs, as hereinbefore provided.

And the said party of the second part further covenants and agrees that he will, upon demand by said party of the first part, peaceably and quietly surrender and yield up unto the said party of the first part all and singular the said machinery, tools and other articles enumerated in the aforesaid Schedule "B" and will at once, upon receiving such demand, allow the agents of the said party of the first part to enter and remove all of said personal prop-

erty from the leased premises and upon such removal being made, the said rental shall cease.

And the said party of the first part hereby covenants and agrees that he will, as soon as the amount can be determined, pay to the said party of the second part one-fourth the amount of the taxes assessed by said City of Lawrence upon the real and personal property of the said Stanley Manufacturing Company for the current tax year, said amount being a pro rata part of said taxes for the months of April, May and June in the year beginning April 1, 1910 — during which time, or the greater part thereof, the said party of the first part occupied said premises of the said Stanley Manufacturing Company.

And it is further agreed that covenants and agreements herein contained shall extend to and bind the successors and assigns of the said Stanley Company and the heirs, executors and administrators of the said Thomas G. Plant.

In Witness Whereof the said Stanley Company has caused its corporate name to be signed and its corporate seal to be affixed to this instrument and the said Thomas G. Plant has hereto set his hand and seal to this instrument, in duplicate, on the day and year first above written.

[SEAL]

The Stanley Company

By Frank F. Stanley, President

Lyman R. Stanley, Treasurer [SEAL]

Thomas G. Plant

SCHEDULE "B"

List of Machinery, Tools and Other Articles.

Item.

1	One Steam Heating Glue Pot #26	\$31.66
2	One Portable Crane & Hoist #612	104.70
3	One Chandler High Speed Planer #611	760.51
4	One Cleveland Automatic Screw Machine #613	864.62
5	One Fitchburg Engine Lathe 33" x 16", #620	779.55
6	One I. H. Hoist, size 12,000 lbs. 12 ft. #633	199.86
7	One Arbor Press Frame #632	8.76

8 One Power Hack Saw #618	32.75
9 One Power Hack Saw #619	32.75
10 One 4 Spindle Sensitive Drill #614	169.81
11 One 4 Spindle Sensitive Drill #615	169.82
12 One No. 24 Plain Landis Grinding Machine #616 .	1,073.19
13 One Automatic Screw Machine, size 1½", #617 .	995.89
14 One No. 11 Plain Landis Grinding Machine #621 .	399.95
15 One No. 3 B Becker-Brainard Milling Machine #622	1,015.75
16 One No. 5 B Becker-Brainard Milling Machine #623	891.35
17 One Brown & Sharpe Surface Grinder #624 . .	214.96
18 One Universal Drafting Machine #625	34.26
19 One Brown & Sharpe Universal Milling Machine #626	395.70
20 One Calculating Machine (For Office Use) #419 .	310.00
21 One No. 4, Style G, Barr Drill #627	333.00
22 One No. 11 Hand Garvin Screw Machine #629 .	297.14
23 One No. 1 Band Filing Saw #631	50.25
24 One No. 11 Landis Plain Grinder #630	533.32
25 One Rumbler #	4.68
26 One Drill Platen for Upright Drill #	34.66
27 One Drill Platen for Upright Drill #	33.12
28 One Soda Tank #	59.69
29 One Magnetic Chuck 1½" Taper Base #	76.50
30 One No. 2 Rotary Magnetic Chuck, Washer Type, #	63.00
31 One No. 2 Landis Plain Grinding Machine # . .	531.94
32 One No. 3 Cut-off 6" Machine #	430.00
33 One 20" Saw Sharpener #	100.00
34 One Automatic Screw Machine, 7/8", #641 . .	888.91
35 One Stanley Sensitive Drill #645	38.06
36 One Whitney Water Tool Grinder #644	83.99
37 One Double Head Traverse Drill #643	268.77
38 One Geared Oil Pump #1	6.25
39 One Countershaft for #4 Polishing Lathe #646 .	58.41
40 One 5 Spindle Reed Sensitive Drill #647 . . .	220.97
41 One Turret Lathe (Pratt & Whitney) #648 . .	428.32
42 One Electric Testing Board	300.00

43 One Electric Dynamo (Testing Room) . . .	50.00
44 One Testing Tank (Testing Room) . . .	50.00
	<hr/>
	\$13,426.82

EXHIBIT G.

Whereas the Stanley Manufacturing Company, an unincorporated Association of which Frank F. Stanley is Principal Trustee, and George E. Gilbert as successor to Charles S. Randall, deceased, and Henry F. Tapley as successor to Amos P. Tapley, deceased, are Associate Trustees, has by Instrument dated this day entered into an Agreement with Thomas G. Plant, of Boston, Massachusetts, for the leasing and ultimate sale to said Thomas G. Plant of all its real estate and a large portion of its personal property, all situated in Lawrence, Massachusetts, which Agreement is hereby expressly referred to and made a part hereof; and,

Whereas a certain Agreement dated May 1, 1901, relative to the manufacture of shoe machinery, now exists between the said Stanley Manufacturing Company, unincorporated, and the United Shoe Machinery Company, a corporation established under the laws of the State of New Jersey, a copy of which Agreement is hereto annexed and marked "A".

Now, Therefore, in consideration of the premises and of the sum of one dollar by each of the parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, the said Stanley Manufacturing Company, unincorporated, hereby assigns to the said Thomas G. Plant all its rights, title and interest in and under said agreement, and does hereby agree to turn over to the said Thomas G. Plant for him to execute, all orders for the manufacture and sale of machinery, received from the said United Shoe Machinery Company and all right to manufacture and sell shoe machinery under the terms of and pursuant to said Agreement of May 1, 1901.

And the said Thomas G. Plant, for himself, his heirs, executors and administrators hereby assumes all the liabilities and obligations of the said Stanley Manufacturing Company, unincorporated, under said contract, and covenants and agrees that he or they will, so long as said contract remains in force, accept when received,

and will suitably and promptly execute, all such orders received from said United Shoe Machinery Company, and will manufacture and deliver all machinery ordered under said contract by said United Shoe Machinery Company at the same price and on the same terms and of the same quality and character in all respects as provided for in said Agreement, and that he or they will in all respects be bound by, comply with, fulfil, and perform all the terms and provisions of said contract, which the said Stanley Manufacturing Company, unincorporated, is by said contract required to fulfil and perform, and that he or they will, from this date forward, forever save the said Stanley Manufacturing Company, unincorporated, harmless and indemnified from and against any and all claims of every nature and kind by the said United Shoe Machinery Company against the said Stanley Manufacturing Company, unincorporated, based on or in any way growing out of said contract of May 1, 1901, or of any breach thereof.

And the said Stanley Manufacturing Company, unincorporated, hereby covenants and agrees that it will at any time, upon request in writing of the said Thomas G. Plant, his heirs, executors or administrators, give notice in writing, as provided for in clause 8 of said Agreement of May 1, 1901, to the said United Shoe Machinery Company, of intention to terminate said Agreement; and does also hereby constitute and appoint the said Thomas G. Plant, its attorney in its name and stead and in its behalf, to give such notice in writing at any time hereafter, as provided for in said clause 8, if the said Stanley Manufacturing Company shall itself fail to give such notice within five days after request in writing made upon it by the said Thomas G. Plant so to do.

In Witness Whereof the said Stanley Manufacturing Company, unincorporated, has caused this Instrument to be duly executed, and the said Thomas G. Plant has set his hand and seal to this Instrument, in duplicate, on this fifteenth day of June, 1910.

Stanley Manufacturing Company

Frank F. Stanley, Principal Trustee	[SEAL]
George E. Gilbert, Associate Trustee	[SEAL]
Henry F. Tapley, Associate Trustee	[SEAL]
Thomas G. Plant	[SEAL]

" A "

This Agreement made this 1st day of May, 1901, by and between the United Shoe Machinery Company, a corporation under the laws of New Jersey, hereinafter called the United Company, and the Stanley Manufacturing Company, of Massachusetts, an unincorporated Association, of which Frank F. Stanley is Principal Trustee, hereinafter called the Stanley Company, Witnesseth : —

1. The Stanley Company will, for the term of three years from the date of this Agreement, manufacture exclusively for the United Company, and in sufficient quantity to meet the demands of the business to be carried on under this agreement, all of the Boot and Shoe Machinery, and parts for the same, named in the following list : —

List of Machines.

McKay Sewing Machine.	Bottom Buffing Machines.
McKay Counter Shaft.	Forepart Trimming Machines.
Stanley Horns.	Heel Scouring Machines.
McKay Channeler	Edge Setting Machines (except
Waukenphast Machine	the Beaudry).
Vrooman Featheredger.	Shank Skiving Machines.
Fisher Channel Flap Turner.	Counter Skiving Machines.
Impression Stitch Machines.	Leather Splitting Machines.
Beading Machines.	Welt Making Machines.
Heel Filing Machine.	Pattern Binding Machine.
Sole Rounding Machines.	Corner Cutting Machine.
Tripp Skiving Machine.	Zinc Shears.
Tyler Skiving Machines.	Seam Pressing Machine.
Davis Skiving Machine.	Watson Skiving Machine.

and during said term will sell such Boot and Shoe Machinery and parts thereof, referred to in the foregoing list of machines, as it now has on hand, exclusively to the United Company.

2. The United Company shall, from time to time as the business shall warrant, order from the Stanley Company all Boot and Shoe Machinery referred to in the foregoing list of machines, and parts thereof, which shall be required to fill such orders as the United

Company shall receive, and which shall be required by the United Company to enable it to keep a supply of the same on hand ample to meet the demands of the business. Such orders shall be filled by the Stanley Company from machines and parts which it now has on hand, and if they cannot be so filled, the Stanley Company shall manufacture for the United Company to fill the same.

The Stanley Company shall keep the United Company informed of the condition of the stock of machines and parts on hand, and shall notify the United Company when the stock shall require replenishing, with machines or parts to amply meet the demands of the business.

3. The United Company shall pay the Stanley Company monthly for machinery and parts to be ordered as above provided (whether its orders are filled from stock on hand or by manufacturing) a price for each such machine and part which shall be the aggregate of the items following, viz. : —

- (1) Cost to the Stanley Company of materials for the same.
- (2) Cost to the Stanley Company of labor employed on the same.
- (3) Share of factory expense not to exceed 8 cents per hour for each man employed on the same.
- (4) 15 per cent. of the sum of items (1), (2) and (3).

4. The United Company will employ the Stanley Company to manufacture, during the continuance of this agreement, such of the machines and parts above referred to as are not at the present time being manufactured in the factories of the United Company and such additional machines as may hereafter be agreed upon, provided, however, that the prices charged by the Stanley Company for such additional machines and parts thereof shall not be in excess of the cost of manufacture in the factories of the United Company, rent, power and taxes included, or the prices charged for the same machines, — workmanship and stock to be of equal excellence, — by other reputable concerns.

5. The United Company shall use its best endeavors to sell such machines and parts as are herein named, and will allow the Stanley Company, at its own expense, to advertise said machines and parts,

and also in all proper ways create a market demand for such machines and parts.

6. The United Company shall purchase from the Stanley Company all Merrick Eyeletting Machines and parts for the same which the Stanley Company has on hand, as fast as the same are required to fill orders received from Boot and Shoe Manufacturers, and pay for the same, — the price to be determined in the same way as for the other machines and parts herein referred to.

7. The United Company, during the continuance of this agreement, shall employ the Stanley Company, upon terms herein referred to, to manufacture such Merrick Eyeletting Machines and parts as the United Company shall have any demand for, to sell or put in use. If at any time after the expiration of this agreement the Stanley Company shall elect to discontinue the manufacture of Boot and Shoe Machinery exclusively for the United Company, then the United Company shall have the right to return any Merrick Eyeletting Machines, Merrick Sewing Machines, or Machines enumerated in the list of machines herein contained, and parts for said machines then on hand and purchased of the Stanley Company, and the Stanley Company shall pay therefor at the price paid to the Stanley Company by the United Company.

8. This agreement shall continue in force for three years from the date hereof and thereafter until one of the parties hereto shall give three months' notice in writing to the other of its intention to terminate the same.

In Witness Whereof the said United Shoe Machinery Company and the said Stanley Manufacturing Company have caused these presents to be duly executed on the day and year as above written.

United Shoe Machinery Co.

by S. W. Winslow, President.

Stanley Manufacturing Co.

F. F. Stanley, Principal Trustee.

[SEAL]

EXHIBIT H.

This Indenture made this fifteenth day of June, in the year one thousand nine hundred and ten by and between the Stanley Manufacturing Company, an unincorporated Association, of which Frank F. Stanley is Principal Trustee, and George E. Gilbert as successor to Charles S. Randall, deceased, and Henry F. Tapley, as successor to Amos F. Tapley, deceased, are Associate Trustees, party of the first part, and Thomas G. Plant, of Boston, Massachusetts, party of the second part, Witnesseth :

That the party of the first part does hereby demise and lease unto the party of the second part two certain lots of land containing about forty-six thousand (46,000) square feet more or less with the buildings and improvements thereon situated in Lawrence, in the County of Middlesex in said Commonwealth of Massachusetts, and described as follows : —

First: A lot on the south side of Haverhill Street — the northeast corner thereof being the point of intersection of the south line of said street with the west line of West Street, and bounded northerly two hundred twenty-seven $29/100$ feet by the south line of said Haverhill Street, easterly two hundred thirty $23/100$ feet by the west line of West Street — southerly one hundred fifty-seven $59/100$ feet by land formerly of J. Wiley Edmands — westerly two hundred fifty-one $26/100$ feet by the east line of the Boston and Maine Railroad.

Second: A lot bounded as follows : Beginning at the northeasterly corner of the said lot by land of the grantor first above described at a driveway leading from Bradford Street, then running southerly sixty-five $65/100$ feet by said driveway to land now or late of the Pacific Mills, thence running westerly at right angles forty-five $19/100$ feet on land now or late of said Pacific Mills, thence running northwesterly sixty-eight $27/100$ feet by land now or late of the Boston and Maine Railroad Company, thence running easterly sixty-three $89/100$ feet by said land of the grantor first above described to the first bound. Being lot numbered ten on a plan of tenement lots of said Pacific Mills dated June 27th, 1884.

Also a right of way over and the right to lay and maintain drains and gas and water pipes under the several driveways and passageways shown on said plan, and the right conveyed by deed of the Pacific Mills to the Stanley Manufacturing Company of Massachusetts, dated July 29th, 1884, to the use of the pump in the driveway near said Bradford Street; all said rights to be exercised in common with other owners of lands shown on said plan.

Being the same premises conveyed to the said Frank F. Stanley, as Principal Trustee, and Amos P. Tapley and Charles S. Randall, as Associate Trustees, by deed dated March 29, 1892, and recorded with Northern District Essex Registry of Deeds, Book 118, Page 17.

Also all the following goods and chattels namely; All the patterns, special fixtures, jigs, and gauges, and all the tools, machinery and appliances of every kind, both common and special now owned by said Stanley Manufacturing Company and situated on the buildings on the above described real estate and itemized in the schedule which is hereto annexed and marked "Exhibit A," together with various other fixtures, tools, implements and small articles, and also sample machines belonging to said Stanley Manufacturing Company and situated in said buildings and not specifically enumerated in said schedule, the receipt of all of which said goods and chattels of every kind, whether or not enumerated in said schedule, is hereby acknowledged by said lessee. Also all the interest and good will of the said Stanley Manufacturing Company in the shoe machinery business; Excepting Only from this lease and Agreement to sell, all labelling and bottling and filling machines, and gasoline motors and all parts of all such machines, both finished and unfinished, and all patterns, jigs, gauges and special tools and implements used for manufacturing such labelling, bottling and filling machines and gasoline motors.

To Have and to Hold the said real estate and the said goods and chattels hereby leased unto the said Thomas G. Plant, his heirs, executors and administrators for the term of five years, beginning on the first day of July in the year one thousand nine hundred and ten; or until said leased real estate and personal property shall be

purchased by the said Thomas G. Plant as hereinafter provided, if that event shall first occur.

Yielding and paying therefor the yearly rental of seven thousand five hundred dollars (7500) during said term, by equal monthly payments of six hundred and twenty-five dollars (\$625), the first payment to be made on the first of August, 1910, the same amount on the first day of September, 1910, and the same amount on the first day of each and every month thereafter during the continuance of this lease.

And the said Thomas G. Plant does hereby, for himself, his heirs, executors and administrators, covenant with the said Stanley Manufacturing Company, its successors and assigns, that he or they will during said term pay unto the said Stanley Manufacturing Company, its successors or assigns, the rent hereby reserved at the time herein provided (except only as hereinafter provided); and will pay all taxes, betterments, water rates, and assessments of every kind whatsoever which may be assessed or imposed upon or in respect of the leased premises and property, or any part thereof, during said term; and will also keep all and singular the leased premises and the leased personal property in such repair, order and condition as the same are in at the commencement of said term, or may be put in during the continuance thereof, reasonable wear and tear alone excepted, and will not make or suffer any strip or waste of the leased premises or property and will save the lessor harmless from all loss or damage or claim for damages arising from neglect in not removing snow or ice from the roof of the buildings, or from the side-walks bordering upon the leased premises; and that no unlawful, improper or offensive trade or business shall be carried on upon the leased premises; and that the lessor, its successors and assigns, at all reasonable times, may enter upon the leased premises to view the same; it being expressly understood and agreed, however, that the lessor shall not be bound to make any repairs or improvements or be liable for any damage to property on the leased premises; and that all repairs and improvements of whatever nature to the buildings on the demised premises, inside or outside, and to the personal property hereby leased, are to be .

made by and at the expense of the said Thomas G. Plant, his heirs, executors and administrators.

And the said Thomas G. Plant for himself, his heirs, executors and administrators, does also covenant and agree that he or they will not assign this lease or underlet or sublet any part of said leased estate or personal property, without first obtaining the assent in writing of the said Stanley Manufacturing Company, its successors or assigns; and that he, his heirs, executors and administrators will at all times keep the buildings on said leased premises insured against loss by fire and other hazards in companies satisfactory to the lessor, its successors or assigns, by policies approved by and issued and payable to the said Stanley Manufacturing Company, its successors or assigns, but paid for by the said Thomas G. Plant, his heirs, executors or administrators, to the amount of one hundred thousand dollars; and will keep said leased goods and chattels and personal property of every kind insured against loss by fire and other hazards in companies satisfactory to the lessor, its successors or assigns, by policies approved by and issued and payable to it or them, but paid for by the said Thomas G. Plant, his heirs, executors or administrators to the amount of fifty thousand dollars (\$50,000); and that, in case he or they do not procure such insurance, the said Stanley Manufacturing Company, its successors or assigns, may forthwith proceed to do so, and that he or they will, on demand, repay all sums paid as premiums for all such insurance by said Stanley Manufacturing Company, its successors and assigns.

And the said Thomas G. Plant does also covenant and agree for himself, his heirs, executors and administrators that on or before the expiration of the term of this lease, to wit, on or before the thirtieth day of June, in the year 1915, he or they will purchase from said Stanley Manufacturing Company, its successors or assigns, said real estate and said personal property hereinbefore described and hereby leased, and will pay therefor to said Stanley Manufacturing Company, its successors or assigns, the full sum of \$150,000 in cash; or, in case of loss or damage by fire or other casualty to said leased real estate or said personal property, or to

both, he or they will, on or before said thirtieth day of June, 1915, purchase whatever shall remain of said leased real estate and personal property, and will pay therefor the full sum of \$150,000 less such amount as the said Stanley Manufacturing Company, its successors or assigns shall then have received and retained as hereinafter provided, for insurance on the leased personal property so injured or destroyed.

And the said Thomas G. Plant, for himself, his heirs, executors and administrators does further covenant and agree that in case he or they shall, for any reason, at any time, during the continuance of this lease, fail to pay the rent as herein stipulated, or fail to keep said leased premises and leased personal property insured as herein provided for, or in case of any breach on the part of the said Thomas G. Plant, his heirs, executors or administrators, of any of the covenants or agreements contained in this Instrument by him or them to be kept, or performed, then upon written request of the said Stanley Manufacturing Company, made at any time after such breach and while the same continues, he or they will, within thirty days after such request in writing, if such breach shall not have been cured in the meantime, purchase said leased real estate and said personal property and will pay therefor the sum of \$150,000 in cash; or in case of any loss or damage by fire or other casualty to the said leased real estate or personal property, or to both, he or they will purchase whatever shall remain of said leased real estate and personal property, and will pay therefor the full sum of \$150,000, less such amount as the said Stanley Manufacturing Company, its successors or assigns shall then have received and retained as hereinafter provided, for insurance on the leased personal property so injured or destroyed.

And the said Thomas G. Plant, for himself, his heirs, executors and administrators does further covenant and agree that in case he or they shall, at any time during the continuance of this lease, to-wit, before the thirtieth day of June, 1915, sell his machinery business to the United Shoe Machinery Company, then he or they will forthwith purchase said leased real estate and said personal property and will pay therefor the sum of \$150,000 in cash; or in

case of any loss or damage by fire or other casualty to the said leased real estate or personal property, or to both, he or they will purchase whatever shall remain of said leased real estate and personal property, and will pay therefor the full sum of \$150,000, less such amount as the said Stanley Manufacturing Company, its successors or assigns shall then have received and retained as hereinafter provided, for insurance on the leased personal property so injured or destroyed.

And the said Stanley Manufacturing Company, for itself, its successors and assigns covenants that in any of the cases aforesaid it will, on the receipt from said Thomas G. Plant, his heirs, executors or administrators, of said sum of \$150,000 in cash, as hereinbefore provided; or, in case of loss or damage by fire or other casualty as hereinafter provided, will, on the receipt from him or them of said sum of \$150,000, less such amount, as it or its successors or assigns shall have received and retained from insurance, on said leased personal property as aforesaid, execute and deliver a good and sufficient Quitclaim Deed of all said leased real estate and Bill of Sale of said leased personal property, or such portion thereof as may then remain, with covenants of warranty against any and all incumbrances made or suffered by said Stanley Manufacturing Company, its successors or assigns, but against none other.

And it is hereby distinctly understood and agreed that in case any attachment or lien of any kind or nature shall be hereafter made or placed upon the real estate or the personal property hereby leased, in any suit or proceedings founded on or growing out of a certain Instrument, dated May 1, 1901, between the United Shoe Machinery Company and said Stanley Manufacturing Company, such attachment shall not be treated or considered as an incumbrance or lien made or suffered by the said Stanley Manufacturing Company, on said leased real estate and personal property within the meaning of the covenants herein contained regarding a conveyance of said leased real estate and personal property to the said Thomas G. Plant, but any such attachment or lien shall be construed and treated as an obligation to be assumed and discharged

by the said Thomas G. Plant, his heirs, executors or administrators under the covenants by him contained in an Instrument of even date herewith, in and by which said instrument he assumes all the liabilities and obligations of said Stanley Manufacturing Company under said Agreement dated May 1, 1901, and covenanted for himself, his heirs, executors and administrators that he and they will forever hereafter save the said Stanley Manufacturing Company, its successors and assigns, harmless and indemnified from and against any and all claims of every nature and kind by the said United Shoe Machinery Company against the said Stanley Manufacturing Company, based on or in any way growing out of aforesaid contract of May 1, 1901.

And it is hereby further distinctly understood and agreed that in case of any loss or damage by fire or otherwise to the buildings on said leased premises, or to the personal property hereby leased, or to both, during the term of this lease, the said Thomas G. Plant, his heirs, executors or administrators may, at his or their option, at any time within thirty days thereafter, in writing, notify the said Stanley Manufacturing Company, its successors or assigns of his or their election to purchase immediately said leased real estate and what may remain of said leased personal property, and to pay therefor the sum of \$150,000 in cash, and upon the said Plant, his heirs, executors or administrators giving such notice and making such payment, he or they shall be entitled to receive from said Stanley Manufacturing Company, its successors or assigns, a Quitclaim Deed of said leased real estate and a Bill of Sale of said leased personal property, with covenants as hereinbefore provided, and also shall be entitled to receive and retain as his own any and all sums received as insurance on the property destroyed or injured, and upon such transfers being made this lease and agreement and all rights of the parties thereunder shall cease and be determined.

And if, in case of any such loss, the said Plant, his heirs, executors or administrators shall not notify the said Stanley Manufacturing Company, its successors or assigns, in writing, within thirty days as aforesaid, of his election at once to purchase all the leased property, both real and personal, and pay for the same as herein-

before provided, then the said Stanley Manufacturing Company, its successors or assigns may, at its election, notify the said Plant, in writing, within thirty days next following the expiration of the option of the said Plant, that it, the said Stanley Manufacturing Company, its successors or assigns, elects to retain all the money received by it for insurance on the property injured or destroyed and to terminate this lease and agreement and to retain, as its own, all the leased property, both real and personal, and thereupon this lease and agreement and all rights of the parties thereunder shall cease and be determined.

And if, in case of such loss or damage, neither the said Plant, his heirs, executors or administrators, nor the said Stanley Manufacturing Company, its successors or assigns, shall give notice to the other in writing as aforesaid of election to take the insurance money and property and to terminate this lease and Agreement as hereinbefore provided may be done, then the said Stanley Manufacturing Company, its successors or assigns shall retain and hold as its own any and all moneys received for insurance or personal property and shall apply the same on account of said sum of \$150,000 to be paid as aforesaid and the annual rental of \$7500, payable under this lease, shall thereafter be reduced by an amount equal to five per cent per annum on the sum so received and retained by said lessor for insurance on said leased personal property, and the said Thomas G. Plant, his heirs, executors or administrators shall be entitled to receive from said Stanley Manufacturing Company, its successors or assigns all moneys received for insurance on said leased buildings and real estate and shall, as promptly as may be, apply all moneys so received to the restoration and repairing of said leased buildings to their original condition as nearly as may be with such reasonable alterations and improvements therein as may be mutually agreed upon by said lessor and lessee; and except as to the reduction of rental as herein provided all the covenants, conditions and agreements in this instrument shall apply and be in force as to the leased property in all respects as before.

In case of any sale of the premises and property hereby leased being consumated and payment made as herein provided for at any

time before the expiration of said term of five years, this Instrument shall thereupon terminate and be of no further force or effect. And in case of any sale and purchase under any of the terms of this Instrument, as hereinbefore provided, the rental provided for hereunder shall continue to be paid by the said lessee to the lessor, and shall be paid pro rata for any unexpired term, until such sale shall be actually completed and the purchase money of \$150,000 shall be paid as hereinbefore provided.

In Witness Whereof the said Stanley Manufacturing Company, unincorporated, has caused this Instrument to be duly executed, and the said Thomas G. Plant has set his hand and seal to this Instrument, in duplicate, on the day and year first above written.

Stanley Manufacturing Company

Frank F. Stanley, Principal Trustee [SEAL]

George E. Gilbert, Associate Trustee [SEAL]

Henry F. Tapley, Associate Trustee [SEAL]

Thomas G. Plant. [SEAL]

LIST OF TOOLS.

Factory No.	Kind of Machine.	Maker.
Automatic Gear Cutter.		
157	Automatic Gear Cutter, 24"	Brainard.
319	Automatic Gear Cutter, Universal	Brown & Sharpe.
Block, Riveting.		
477	Riveting Block	
478	Riveting Block.	
Blowers.		
358	Blower on Bench	
468	Blower (Brazing).	
489	Boston Blower, 28".	
586	Blower (Blacksmith Forges).	
587	Blower (Small size for Brazing).	Sturtevant.
Boring Mills.		
5	Boring Mill, Vertical.	Bridgeport Mch. T. W.
127	Boring Mill, Traverse, 22" x 6-1½	

512 Boring Mill, Horizontal, 60". Niles Tool Co.

546 Boring Mill.

Cam Cutters.

147 Cam Cutter. Brainard.

314 Cam Cutter. Stanley Mfg. Co.

340 Cam Cutter (Double)

376 Cam Cutter (Double) Stanley Mfg. Co.

583 Cam Cutter (Double) Stanley Mfg. Co.

Countershafts.

481 Countershaft, B 3-3 f. (Not in use.)

483 Countershaft.

495 Countershaft.

501 Countershaft, B 6-3 f. (Not in use).

515 Countershaft, Flexible.

589 Countershaft.

Cranes.

480 Crane, Swinging.

484 Railway.

485 Crane, Traveling.

491 Crane, Traveling.

492 Crane, Traveling.

493 Crane.

494 Crane, Traveling.

497 Crane

498 Crane.

499 Crane, Traveling, for Drills.

502-511 Cranes, Traveling.

525 Railway Overhead.

526 Crane, Traveling.

Cutting Off Machines.

36 Cutting Off Machine, 5". Hurlburt & Rodgers.

363 Cutting Off Machine, 4". Pratt & Whitney.

Drills.

6 Drill, 44". Blaisdell.

7 Drill, 1 — 5 ft. Radial. Prentice.

25 Drill, 4 Spindle. E. C. Stacey.

30 Drill, 30".	
31 Drill, 30".	Blaisdell.
32 Drill, 3 Spindle.	Blaisdell.
46 Drill, 32".	Prentice.
47 Drill, 44".	Blaisdell.
48 Drill, 44".	Blaisdell.
95 Drill, 2 Spindle Drilling Device.	
96 Drill, Special Drilling Device.	
159 Drill, Traverse.	Davis & Furber.
169 Drill, 28".	Blaisdell.
171 Drill, 4 Spindle.	Stacey.
172 Drill, 4 Spindle.	Stacey.
173 Drill, 4 Spindle.	Stacey.
180 Drill, 3 Spindle.	
181 Drill, 3 Spindle.	
182 Drill, 4 Spindle.	
188 Drill, 28".	
197 Drill, 1 Spindle.	
222 Drill, 28".	J. E. Snyder.
224 Drill, Traverse, 8 ft.	Nickerson & Waterman.
228 Drill, 25".	Blaisdell.
229 Drill, 28".	Blaisdell.
247 Drill, 28".	Blaisdell.
248 Drill, 2 Spindle.	Dwight S. M. Co.
252 Drill, 2 Spindle.	Sigourney T. Co.
253 Drill, 28".	Blaisdell.
264 Drill, 3 Spindle.	Dwight S. M. Co.
270 Drill, 1 Spindle.	Dwight S. M. Co.
295 Drill, 30".	Blaisdell.
296 Drill, 20".	Prentice Bros.
310 Drill, 20".	A. E. P. & Co.
311 Drill, 25".	Prentice Bros.
321 Drill, Spindle.	Woodward & Rogers.
326 Drill, 4 Spindle.	
327 Drill, 26".	Prentice.
328 Drill, 26".	Blaisdell.

335 Drill, 4 Spindle.	Stacey.
339 Drill, 4 Spindle.	Woodward & Rogers.
357 Drill, 1 Spindle.	
362 Drill, 32", Upright.	Blaisdell.
368 Drill, 4 Spindle.	Stacey.
369 Drill, Traverse, 8 ft.	Nickerson & Waterman.
372 Drill, 28".	Blaisdell.
373 Drill, 21".	Prentice.
374 Drill, 28".	Blaisdell.
375 Drill, Traverse, 5 ft.	Nickerson & Waterman.
392 Drill.	Pratt & Whitney.
393 Drill.	Pratt & Whitney.
427 Drill.	Pratt & Whitney.
440 Drill, 23".	J. E. Snyder.
539 Drill, 20".	Prentice.
547 Drill, Traverse, 8 ft.	Ames.
548 Drill.	Stanley Mfg. Co.
549 Drill.	Stanley Mfg. Co.
550 Drill.	Stanley Mfg. Co.
558 Drill, 4 Spindle.	Barr.
559 Drill, 1 Spindle.	Stanley Mfg. Co.
560 Drill.	Stanley Mfg. Co.
566 Drill.	Pratt & Whitney.
571 Drill, 4 Spindle.	
573 Drill.	Pratt & Whitney.
575 Drill, 4 Spindle.	Barr.
576 Drill, 4 Spindle.	Barr.
581 Drill, 32".	Barnes.
584 Drill, 4 Spindle.	Niles Tool Works.
597 Drill, Double End.	Woodward & Rogers.
607 Drill, No. 1, 7 ft. Radial.	Bickford.

Electric Machines.

653 Generator for Office Lights.



Internal Telephone System.

Emery Stands and Grindstones.

14 Grindstone.	
23 Emery Stand, Wheel & Countershaft.	
110 Grindstone.	
155 Grinder, 28".	Brown & Sharpe.
190 Gear Cutter Grinder.	
202 Grinding Machine & Stand.	
203 Polishing Frame	
205 Grinder (Double).	Am. Twist Drill Co.
206 Grinder (Double).	Am. Twist Drill Co.
207 Grinder (Double).	Stanley Mfg. Co.
230 Grindstone.	
232 Grinder for Drills, "Yankee".	
233 Grinding Machine.	
234 Grinding Machine, Surface.	Brown & Sharpe.
235 Grinding Machine.	Norton Emery Wheel Co.
236 Grinding Machine, Universal.	Brown & Sharpe.
251 Grindstone.	Cummings.
265 Grinding Machine — Small Drills.	
300 Grinder	Brown & Sharpe.
320 Emery Wheel & Shaft.	
325 Grindstone.	
446 Grindstone.	
447 Grinder (Double).	Stanley Mfg. Co.
469 Grinder Stand.	
473 Grinder.	
482 Grinder, Tool.	Providence Tool Co.
522 Grinding Machine.	Landis.
551 Grinder.	Walker.
552 Grinding Machine.	Gardner.
574 Grinder & Press.	Gardner.
577 Cutter & Reamer.	Aut. Machine Co.
578 Grinding Machine.	Landis.
579 Polishing Jack.	Stanley Mfg. Co.
590 Grinder Emery Wheel.	Norton.
594 Tool Grinder.	Whitney.

595 Tool Grinder. Whitney.

599 Grinder Stand.

Hammers, Power.

41 Hammer, Power — No. 4 Beaudry.

42 Hammer, Power — No. 6 Beaudry.

Lathes, Engine.

9 Lathe, Engine 15" x 30" S. C.	Jones & Lamson.
12 Lathe, Engine 24" x 72" Comp. Rest,	Lodge & Davis.
13 Lathe, Engine 30" x 60" Comp. Rest,	D. W. Pond.
98 Lathe, Engine 12" x 48".	Putnam.
99 Lathe, Engine 16" x 6' Plain.	Blaisdell.
100 Lathe, Engine 16" x 6' S. C.	Blaisdell.
101 Lathe, Engine 16" x 6' S. C.	Blaisdell.
102 Lathe, Engine 16" x 8' S. C.	Blaisdell.
103 Lathe, Engine 16" x 8' S. C.	Blaisdell.
104 Lathe, Engine 16" x 6' Plain.	Blaisdell.
105 Lathe, Engine 16" x 6' Plain.	Blaisdell.
106 Lathe, Engine 18" x 6' S. C.	Blaisdell.
107 Lathe, Engine 16" x 8' S. C.	Blaisdell.
108 Lathe, Engine 16" x 8' S. C.	Blaisdell.
113 Lathe, Engine 14" x 6' S. C.	Putnam.
115 Lathe, Engine 15" x 5' S. C.	Lathe & Morse.
116 Lathe, Engine 15" x 5' S. C.	Lathe & Morse
117 Lathe, Engine 15" x 5'	Lathe & Morse
120 Lathe, Engine 14" x 6'	Putnam
121 Lathe, 16" x 5'	Lathe & Morse
123 Lathe, Engine 13" x 5'	Lathe & Morse
124 Lathe, Engine 13" x 5'	Lathe & Morse
141 Lathe, Engine 14" x 5' S. C.	Blaisdell
142 Lathe, Engine 14" x 5' S. C.	Blaisdell
143 Lathe, Engine 14" x 5' S. C.	Blaisdell
144 Lathe, Engine 14" x 5' S. C.	Blaisdell
146 Lathe, Engine 15" x 5' S. C.	Blaisdell
149 Lathe, Engine 15" x 6' S. C.	Blaisdell
150 Lathe, Engine 14" x 5'	Blaisdell

1001

151 Lathe, Engine 14" x 5'	Blaisdell
152 Lathe, Engine 14" x 5'	Blaisdell
154 Lathe, Engine 14" x 4½' S. C.	(Special Work)
196 Lathe, Engine 17" x 6' S. C.	Putnam
227 Lathe, Engine 16" x 6' S. C.	Blaisdell
242 Lathe, Engine 19" x 8' S. C. Comp.	
Rest	Putnam
243 Lathe, Engine 19" x 8' S. C. Comp.	
Rest	Putnam
244 Lathe, Engine 13" x 5' S. C.	Blaisdell
245 Lathe, Engine 18" x 10' S. C.	Blaisdell
246 Lathe, Engine 15" x 6' S. C.	Blaisdell
254 Lathe, Engine 14" x 6' S. C.	Blaisdell
255 Lathe, Engine 14" x 6' S. C.	Blaisdell
256 Lathe, Engine 14" x 6' S. C.	Blaisdell
257 Lathe, Engine 17" x 6' S. C. &	
Taper Turning	Blaisdell
258 Lathe, Engine 14" x 6'	Blaisdell
259 Lathe, Engine 14" x 6' S. C.	Blaisdell
260 Lathe, Engine 14" x 6' S. C.	Blaisdell
261 Lathe, Engine 20" x 10' S. C.	Blaisdell
271 Lathe, Engine 15" x 6' S. C.	Lathe & Morse
272 Lathe, Engine 14" x 6'	Blaisdell
273 Lathe, Engine 14" x 6' S. C. & Taper	
Turning	Blaisdell
274 Lathe, Engine 14" x 6' S. C. & Taper	
Turning	Blaisdell
276 Lathe, Engine 18" x 8' S. C. & Comp.	
Rest	Hendey Mch. Co.
277 Lathe, Engine 15" x 6' S. C.	Blaisdell
278 Lathe, Engine 14" x 6' S. C.	Blaisdell
279 Lathe, Engine 14" x 6' S. C.	Blaisdell
331 Lathe, Engine 14" x 6' S. C.	Blaisdell
332 Lathe, Engine 14" x 6' S. C.	Blaisdell
337 Lathe, Engine 16" x 6' S. C. & Taper	
Turning	Hendey Mch. Co.

345 Lathe, Engine 14" x 6'	Blaisdell
346 Lathe, Engine 14" x 6' S. C.	Blaisdell
349 Lathe, Engine 12" x 4' S. C.	Lathe & Morse
351 Lathe, Engine 16" x 6' S. C. & Taper Turning	Hendey Mch. Co.
360 Lathe, Engine 22" x 6' S. C. & Comp. Rest	Lathe & Morse
391 Lathe, Engine 16" x 6½' S. C.	Hendey Mch. Co.
396 Lathe, Engine 17" x 6' S. C.	Putnam
401 Lathe, Engine 16" x 6' S. C.	Putnam
405 Lathe, Engine 14" x 6' S. C.	Blaisdell
406 Lathe, Engine 16" x 6½' S. C.	Hendey Mch. Co.
409 Lathe, Engine 15" x 6' S. C.	Lathe & Morse
410 Lathe, Engine 15" x 6' S. C.	Lathe & Morse
418 Lathe, Engine 15" x 6' S. C.	Lathe & Morse
420 Lathe, Engine 15" x 6' S. C.	Lathe & Morse
421 Lathe, Engine 17" x 6' S. C.	Blaisdell
422 Lathe, Engine 18" x 8' S. C.	Blaisdell
423 Lathe, Engine 18" x 8' S. C.	Blaisdell
425 Lathe, Engine 14" x 5' S. C.	Blaisdell
434 Lathe, Engine 14" x 5' S. C.	Blaisdell
437 Lathe, Engine 14" x 6' S. C.	Flather & Co.
442 Lathe, Engine 14" x 6' S. C.	Blaisdell
527 Lathe, Engine 20" x 8'	Putnam
528 Lathe, Engine 20" x 8'	Putnam
529 Lathe, Engine 16" x 6' S. C.	Putnam
530 Lathe, Engine 16" x 6' S. C.	Putnam
531 Lathe, Engine 16" x 6' S. C.	Putnam
532 Lathe, Engine 16" x 6' S. C.	Putnam
542 Lathe, Engine 15" x 6' S. C.	Blaisdell
543 Lathe, Engine 15" x 6' S. C.	Lathe & Morse.

Lathes, Hand.

24 Lathe, Hand 14" x 36"	A. F. Prentice & Co.
26 Lathe, Hand 12" x 36"	Putnam.
40 Lathe, Hand 12" x 5'	Lathe & Morse

50 Lathe, Hand 12" x 5'	
93 Lathe, Hand 20" x 8' (Bench Lathe).	
94 Lathe, Hand 20" x 8'	
130 Lathe, Hand 12" x 5'	Lathe & Morse
131 Lathe, Hand 12" x 5'	Lathe & Morse
132 Lathe, Hand 9" x 3½'	Prentice
134 Lathe, Hand 12" x 5'	Putnam
135 Lathe, Hand 9" x 24"	
136 Lathe, Hand 12" x 5'	Putnam
137 Lathe, Hand 12" x 5'	Putnam
138 Lathe, Hand 12" x 7½'	Putnam
139 Lathe, Hand 12" x 5'	Putnam
161 Lathe, Hand 12" x 5'	Putnam
162 Lathe, Hand 12" x 5'	Putnam
163 Lathe, Hand 12" x 5'	Putnam
164 Lathe, Hand 12" x 5'	Putnam
200 Lathe, Hand 7" x 20'	
201 Lathe, Hand 20" x 7'	
220 Lathe, Hand 12" x 5'	Blaisdell
221 Lathe, Hand 10" x 4'	Blaisdell
237 Lathe, Hand 12" x 5'	Blaisdell
238 Lathe, Hand 12" x 5'	Blaisdell
239 Lathe, Hand 12" x 5'	Lathe & Morse
240 Lathe, Hand 20" x 10"	Blaisdell
249 Lathe, Hand 15" x 6'	Blaisdell
250 Lathe, Hand 13" x 6'	Blaisdell
266 Lathe, Hand 12" x 6'	Blaisdell
267 Lathe, Hand 12" x 6'	Blaisdell
268 Lathe, Hand 12" x 6'	Blaisdell
269 Lathe, Hand 10" x 4'	Blaisdell
312 Lathe, Hand 14" x 3' (Taper Pin Turning)	
313 Lathe, Hand 10" x 4'	Prentice Bros.
322 Lathe, Hand 12" x 4½'	Lathe & Morse
323 Lathe, Hand 12" x 4½'	Lathe & Morse
324 Lathe, Hand 12" x 5'	
330 Lathe, Hand 10" x 4'	Prentice

333 Lathe, Hand 10" x 4'	Prentice
342 Lathe, Hand (Rivet).	
343 Lathe, Hand 10" x 3½'	
347 Lathe, Hand 12" x 5'	Hendey Mch. Co.
348 Lathe, Hand 14" x 7'	Am. Tool & Mch. Co.
354 Lathe, Hand 10" x 3½'	
378 Lathe, Hand 8" x 3½'	
380 Lathe, Hand 12" x 5'	
382 Lathe, Hand 12" x 5'	
387 Lathe, Hand 12" x 5'	
389 Lathe, Hand 12" x 5'	
390 Lathe, Hand 12" x 5'	
429 Lathe, Hand 12" x 5'	Putnam
433 Lathe, Hand 12" x 5'	Blaisdell
435 Lathe, Hand 10" x 3½'	
438 Lathe, Hand 10" x 3½'	
449 Lathe, Hand 12" x 5'	Blaisdell
453 Lathe, Hand 10" x 4'	Prentice Bros.
465 Lathe, Hand	
470 Lathe, Hand 7" x 3' (Bench)	Putnam
486 Lathe, Hand 20" x 8'	Blaisdell
510 Lathe, Hand 12" x 4½'	Lathe & Morse
541 Lathe, Hand 13" x 5'	
545 Lathe, Hand 12" x 5'	

Lathes, Turret.

454 Lathe, Turret 2" x 24"	Jones & Lamson
455 Lathe, Turret 24" x 6½'	
456 Lathe, Turret 24" x 6½'	
596 Lathe, Turret	Gisholt

Milling Machines.

3 Milling Machine #20	Brainard
11 Milling Machine #5	Brainard
22 Milling Machine #3	Brainard
27 Milling Machine #3	Brainard
45 Milling Machine #1	Brainard
118 Milling Machine #3	Brainard

119 Milling Machine #3	Brainard
125 Milling Machine #3	Brainard
126 Milling Machine (Plain)	Brown & Sharpe
148 Milling Machine (Universal)	Brown & Sharpe
166 Milling Machine (Hand)	
174 Milling Machine (Plain)	
175 Milling Machine (Plain)	
176 Milling Machine (Plain)	
177 Milling Machine (Plain)	
178 Milling Machine (Plain)	
179 Milling Machine # 5	Brainard
183 Milling Machine (Plain)	
184 Milling Machine (Plain)	
185 Milling Machine (Plain)	
186 Milling Machine (Plain)	
193 Milling Machine #3	Brainard
194 Milling Machine #3	Brainard
211 Milling Machine #3	Brainard
212 Milling Machine #3	Brainard
213 Milling Machine #4	Brainard
214 Milling Machine	Stanley Co.
215 Milling Machine #3	Brainard
217 Milling Machine #3	Brainard
218 Milling Machine #3	Brainard
219 Milling Machine #4- $\frac{1}{2}$	Brainard
223 Milling Machine #3	Brainard
225 Milling Machine #4- $\frac{1}{2}$	Brainard
231 Milling Machine #3	Brainard
275 Milling Machine (Universal)	Brown & Sharpe
280 Milling Machine (Universal)	Brown & Sharpe
281 Milling Machine #4- $\frac{1}{2}$	Brainard
282 Milling Machine #4- $\frac{1}{2}$	Brainard
283 Milling Machine (Hand)	F. E. Reed
284 Milling Machine (Universal)	Brown & Sharpe
285 Milling Machine #3	Brainard
286 Milling Machine #3 (Old Style)	

287 Milling Machine (Plain)	Brown & Sharpe
288 Milling Machine #4- $\frac{1}{2}$	Brainard
289 Milling Machine #4- $\frac{1}{2}$	Brainard
297 Milling Machine #4- $\frac{1}{2}$	Brainard
298 Milling Machine #4- $\frac{1}{2}$	Brainard
299 Milling Machine (Hand)	Pratt & Whitney
301 Milling Machine #3	Brainard
302 Milling Machine #3	Brainard
303 Milling Machine #3	
304 Milling Machine #3	Brainard
305 Milling Machine #4- $\frac{1}{2}$	Brainard
306 Milling Machine #4- $\frac{1}{2}$	Brainard
315 Milling Machine #3	Brainard
316 Milling Machine #4- $\frac{1}{2}$	Brainard
317 Milling Machine #3	Brainard
353 Milling Machine #4 (Cam Cutting Attachment).	
356 Milling Machine	
383 Milling Machine #5	Brainard
394 Milling Machine #3	Brainard
399 Milling Machine #5	Brainard
413 Milling Machine (Universal)	Brown & Sharpe
439 Milling Machine (Universal)	Brown & Sharpe.
540 Milling Machine (Universal)	Brown & Sharpe
557 Milling Machine #4 (Vertical)	Becker-Brainard.
585 Milling Machine #4 (Vertical)	Becker-Brainard.

Miscellaneous.

Anvils (6)	
Couplings (2) $\frac{1}{2}$ turn	Almond.
156 Belt Lacing Machine	Diamond M. Co.
160 Oil Separating Machine	
367 Binding Rolls for Boiler Sheets	
379 Centering Machine	
487 Wash Tank	
488 Glue Pot	
496 Brazing Furnace	

- 508 Printing Press for Blue Prints.
 523 Stamping Machine (For Numbering Parts)
 582 Hardening Furnace & Blower — Gas Chicago Flex. S. Co.
 588 Power Hack Saw
 598 Arbor Press Greenard.

Pattern Shop Machines.

- 457 Vertical Wood Turning Lathe
 458 Wood Turning Lathe
 459 Band Saw 36" S. A. Woods
 460 Adj. Saw Table
 461 Buzz Wood Planer S. A. Woods
 462 Wood Turning Lathe
 463 Wood Turning Lathe S. & M. Co.
 466 Wood Trimmer
 561 Wood Trimmer — Bench Fox
 562 Wood Trimmer — Bench Fox
 563 Grinder — Bench (Drill)

Planers.

- 15 Planer, 36" x 36" x 120" Putnam
 16 Planer, 48" x 48" x 120" Putnam
 17 Planer, 36" x 36" x 120" Putnam
 38 Planer, 24" x 36" x 6' Putnam
 39 Shaper, (Used for top of McKay Sewing Mch. Frame)
 51 Planer, Crank 15" x 6' x 15"
 52 Planer, Crank 15" x 6' x 15"
 53 Shaper, 30" Putnam
 54 Planer, 22" x 22" x 5' Putnam
 56 Planer, 22" x 22" x 5' Putnam
 59 Planer, 22" x 22" x 5' Whitcomb
 60 Planer, 22" x 22" x 5' Whitcomb
 62 Planer, 22" x 22" x 5' Putnam
 63 Planer, 22" x 22" x 5' Putnam
 64 Planer, 22" x 22" x 5' Putnam
 65 Planer, 22" x 22" x 5' Putnam

66 Planer, 22" x 22" x 5'	Putnam
67 Planer, 22" x 22" x 5'	Putnam
68 Planer, 22" x 22" x 5'	Putnam
73 Planer, 22" x 22" x 5'	Whitcomb
74 Planer, 22" x 22" x 5'	Whitcomb
75 Shaper, Traverse — 11" Crank	Barker & Co.
76 Planer, 22" x 22" x 5'	Whitcomb
77 Planer, 22" x 22" x 5'	Whitcomb
78 Planer, 22" x 22" x 5'	Putnam
79 Planer, 22" x 22" x 5'	Putnam
80 Planer, 22" x 22" x 5'	Putnam
82 Planer, 24" x 24" x 5'	Whitcomb
83 Planer, 24" x 24" x 5'	Whitcomb
84 Planer, 24" x 24" x 6'	Fitchburg Mch. Co.
85 Planer, 24" x 24" x 6'	Fitchburg Mch. Co.
86 Planer, 30" x 30" x 6'	Putnam
87 Planer, 30" x 30" x 6'	Putnam
88 Planer, 24" x 25" x 6'	Putnam
89 Planer, 24" x 24" x 6'	Putnam
226 Shaper, 15"	Hendey Mch. Co.
359 Planer, Crank 16" x 16" x 12"	Lathe & Morse

Profiling Machines

167 Profiling Machine	Ames
168 Profiling Machine, 2 Spindle	
209 Profiling Machine	
290 Profiling Machine	Ames Mch. Co.

Punches, Power.

189 Punch, Power	G. H. Eaton
210 Punch, Power	

Saws.

18 Saw, Splitting
19 Saw, Circular
464 Saw, Jig

Screw Machines.

140 Screw Machine	Brown & Sharpe.
441 Screw Machine 3/8"-5/8"	Cleveland Aut. S. M. Co.

443 Screw Machine 5/8" No. 2	Pratt & Whitney
444 Screw Machine 5/8" No. 2	Pratt & Whitney
445 Screw Machine 5/8" No. 2	Pratt & Whitney
448 Screw Machine 1" No. 13	Pratt & Whitney
450 Screw Machine	Brainard
451 Screw Machine 1" No. 13	Pratt & Whitney
452 Screw Machine 1" No. 13	Pratt & Whitney
513 Screw Machine 7/8"	Cleveland Aut. S. M. Co.
514 Screw Machine No. 2	Cleveland Aut. S. M. Co.
553 Screw Machine 5/8"	Cleveland Aut. S. M. Co.
554 Screw Machine 3/8"	Brown & Sharpe
556 Screw Machine 3/8"-5/8"	Cleveland Aut. S. M. Co.
570 Screw Machine Hand 5/8"	Pratt & Whitney
572 Screw Machine 7/8" (Slot Attch.)	Cleveland Aut. S. M. Co.
580 Screw Machine 1 1/4"	Cleveland Aut. S. M. Co.
592 Screw Machine 5/8"	Pratt & Whitney
608 Screw Machine No. 2	Cleveland Aut. S. M. Co.

Shears.

43 Shear, Power	
44 Shear, Hand	Pond.
187 Shear, Rotary	G. H. Eaton
191 Shear, Power	Rice & Whitcomb
192 Shear, Power, (Bigelow Frame)	
208 Shear, (Sheet Steel)	D. W. Pond
471 Shear, Hand (Bench)	
479 Shear, Bench	
520 Shear,	Pond
593 Shear, Hand	

Tapping Machines.

37 Tapping Machine	
128 Tapping Machine, 5 1/2 ft. Bed	
129 Tapping Machine, 2 1/2 ft. Bed	
334 Tapping Machine	H. F. Jenks

Vises.

Vises (258)

Whirl & Pinion Machines.

- 90 Whirl Cutter
- 91 Pinion Cutter
- 92 Grinder (Whirl Making Room)
- 516 Whirl Cutter
- 517 Drill Grinder (Whirl Making Room)
- 518 Pinion Trimmer
- 519 Rumbler
- 564 Whirl Cutter
- 565 Pinion Pointing & Cutting Off Machine
- 591 Stamping Machine

Workmen's Time Recording System.

All the Patterns, Special Fixtures, Jigs & Gauges for
Manufacturing the Following Machines.

- 1. McKay Sewing Machine & Attachments.
- 2. " " Stanley A Horn Gas or Steam.
- 3. " " " B " " "
- 4. " " " C " " "
- 5. " " " D " " "
- 6. McKay Channeller
- 7. McKay Featheredger
- 8. Stanley Edge Setter
- 9. Stanley Heel Scourer
- 10. Stanley Heel Breast Scourer
- 11. Stanley Heel Filer
- 12. Stanley Sole Rounder
- 13. Stanley Naumkeag Buffing Machine
- 14. Stanley Edge Trimmer
- 15. Stanley Bottom Buffer.
- 16. Stanley Lap Scarfer
- 17. Stanley Welt Reel
- 18. Stanley Welt Press
- 19. Safford Splitting Machine 14" Style #2.
- 20. " " " 18" " #2.
- 21. " " " 18" " #1.

For making welting.

22. Safford Splitting Machine 24" Style #1.
23. " " " 28" " #1.
24. " " " 32" " #1.
25. " " " 38" " #1.
26. Tyler Skiver (Hand or Power).
27. Davis Skiver.
28. Improved Tripp Skiver.
29. N. C. Style Tripp Skiver.
30. Union Edge Setter.
31. Eyelet Machine for Foot Power.
32. Eyelet Machine for Steam Power.
33. Corner Cutter.
34. Pattern Binder.
35. Zinc Shears.
36. Stanley Counter Skiver with { Box Toe Machine ;
attachment for making { Heel Beveller ;
Spring Heel Scarfer.

EXHIBIT I.

This Agreement made this fifteenth day of June, 1910, by and between the Stanley Manufacturing Company, an unincorporated Association, of Boston, Massachusetts, party of the first part, and Thomas G. Plant, of said Boston, party of the second part, Witnesseth, as follows :

1. The said party of the second part hereby covenants and agrees to manufacture in a good and workmanlike manner and of good material, for the party of the first part, at the factory in Lawrence, Massachusetts, that has been this day leased to him by the party of the first part, all such labelling, washing and filling machines and parts for the same, as the said party of the first part may hereafter need to enable it to meet the demands of its business and as the party of the second part may find it convenient to make. And the said party of the second part also covenants and agrees to keep in good and substantial repair, so far as he conveniently can, until the first day of January, 1911, all patterns and special tools

of the party of the first part, used in the manufacture of such labelling, washing and filling machines and parts for the same.

2. And for the manufacture of such labelling, washing and filling machines and parts for the same, and for keeping in repair the said patterns and special tools, the party of the first part covenants and agrees to pay to the party of the second part, as follows: (1) The amount paid for labor; (2) The cost of materials used, and (3) An expense account equal to eight cents for each hour of labor on such machines and parts; and in addition thereto to pay a sum equal to 15% on the aggregate of the above three items — payment to be made by the said party of the first part to said party of the second part, for all such manufacturing and repair work, on or before the fifteenth day of the month next following that in which the work is completed and is ready for delivery.

And it is agreed that the covenants and agreements herein contained shall extend to and bind the successors and assigns of the said Stanley Manufacturing Company and the heirs, executors and administrators of the said Thomas G. Plant.

In Witness Whereof the said Stanley Manufacturing Company, unincorporated, has caused this instrument to be duly executed, and the said Thomas G. Plant has set his hand to this Instrument, in duplicate, on the day and year first above written.

Stanley Manufacturing Company

Frank F. Stanley, Principal Trustee

George E. Gilbert, Associate Trustee

Henry F. Tapley, Associate Trustee

Thomas G. Plant

EXHIBIT XX.

Memorandum in Relation to Thomas G. Plant Company.

Thomas G. Plant Company is a corporation organized under the laws of New Jersey with an outstanding capital stock of \$2,500,000. (25,000 shares) preferred stock and \$1,250,000. (12,500 shares) common stock; par value of stock \$100. per share.

Of the preferred stock, Thomas G. Plant owns 15,000 shares.

Of the common stock, Thomas G. Plant owns 7,500 shares.

Thomas G. Plant Company had as of November 24, 1909 assets and liabilities as per statement herewith attached and had a record of earnings as per schedule of same hereto attached.

Since November 24, 1909 the Company has purchased shoe machinery from Thomas G. Plant at a cost of not over \$400,000. and has made expenditures from time to time in connection with running, maintaining and the up-keep of such machinery, and in connection with the same and rearrangement of factory, etc. in connection with the same, and has further made expenditures on account of special advertising and various other special expenses, legal and otherwise, all more or less directly connected with shoe machinery. Other than such expenditures and payments for additions to plant and improvement of plant and grounds, the affairs of the Company have proceeded in a normal manner and no substantial portion of its capital has been withdrawn or paid out other than the usual dividends. The net assets of the Company at this date, September 23, 1910, after payment of all liabilities are in excess of the net assets as shown on annexed statement as of November 24, 1909.

Thomas G. Plant Company Balance Sheet November 24, 1909.

ASSETS.		
Cash,		\$280,458.79
Accounts and Notes Receivable,	\$1,344,926.65	
Less Reserve,	29,333.43	1,315,593.22
Merchandise,		1,532,895.95
Investments,		70,105.92
Sundry Assets,		101,085.
Machinery, Tools, etc.		335,800.
Real Estate and Fixed Plant,		934,500.
Trademark and Good Will,		1,250,000.
		<hr/>
		\$5,820,438.88
LIABILITIES.		
Accounts Payable,		420,831.66
Notes Payable,		595,000.

Sundry Liabilities,	114,001.65
Personal Balances,	156,650.06
Capital Stock,	3,750,000.
Redemption Reserve,	175,000.
Surplus,	608,955.51
	<hr/>
	\$5,820,438.88

Written off past year:

Cost of repairs and renewals of buildings, machinery, etc.,	99,176.18
Depreciation of buildings, machinery, tools, etc.,	124,979.71
	<hr/>
Total cost of Maintenance,	\$224,155.89

I hereby certify the foregoing statement to be correct.

George _____, Public Accountant & Auditor.

Thomas G. Plant Company.

	Net Investment	Net Profit	Percent on Investment	Sales
June 16, 1898	\$395,949.78	\$135,231.09	34%	\$1,792,569.
June 16, 1899	426,180.87	150,120.36	35	1,906,668.
July 1, 1900	595,801.23	315,476.36	53	2,966,497.
1901	879,277.59	439,756.37	50	3,335,880.
1902	1,250,000.	309,559.70	24	3,646,416.
1903	1,250,000.	332,817.09	27	4,477,952.
1904	1,250,000.	493,944.37	40	4,526,363.
1905	1,250,000.	314,582.46	25	4,515,415.
1906	1,250,000.	571,475.17	46	5,905,858.
Nov. 11, 1907	1,250,000.	501,677.33	40	8,307,632.
Oct. 24, 1908	1,250,000.	1,122,196.28	89	6,297,262.
Nov. 24, 1909	2,500,000.	760,204.42	30	7,111,305.
		<hr/>		<hr/>
Total profit for 12 years in Boston,		\$5,447,041.		\$54,789,817.
Total profit for 6 years in Lynn,		400,230.20		6,158,602.
		<hr/>		<hr/>
Total net profits since July 1, 1891,		\$5,847,271.20		\$60,948,419.

Capital with which business was started,	22,000.
	<hr/>
	\$5,869,271.20
Preferred stock, 2,500,000.	
Redemption Reserve, 175,000.	
Surplus, Nov. 24, 1909,	608,955.51
	<hr/>
	\$3,283,955.51
Earnings distributed,	<hr/>
	\$2,585,315.69

EXHIBIT X

Supplies, tools, machine tools, etc. ordered by the parties named below, not delivered September 22, 1910, for which Mr. Plant is under obligation to pay.

	Bresnahan	
Castings		\$24.650.
Small tools		7,250.
Screws		16,000.
Punchings		800.
Miscellaneous supplies		2,200.
Springs		4,000.
		<hr/>
		\$54,900.
	Stanley Company	
Miscellaneous supplies		\$4,000.
	Thomas G. Plant	
Wire		\$37,500.
Tools, Machine		1,500.
		<hr/>
		\$97,900.

In addition are drop forgings and other things. The total will not exceed \$150,000. (including said \$97,900.)

PLAINTIFF'S EXHIBIT 133.

[Put in Evidence, page 591.]

Know all Men by these Presents that I the undersigned, Thomas G. Plant, of Boston, Massachusetts, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to me in hand paid by the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and deliver unto said United Shoe Machinery Company, its successors and assigns, one million five hundred thousand dollars (\$1,500,000) par (fifteen thousand (15,000) shares) of preferred stock and seven hundred and fifty thousand dollars (\$750,000) par (seven thousand five hundred (7,500) shares) of the common stock of the Thomas G. Plant Company, a corporation organized and existing under the laws of said State of New Jersey, and having a usual place of business at Roxbury, Massachusetts, a description of which Company, including a statement concerning its assets, liabilities and earnings is hereto attached marked "XX".

And for the same consideration I the said Thomas G. Plant hereby covenant with and warrant to the said United Shoe Machinery Company, its successors and assigns, that the facts as set forth in said description and statement are true and that the said description and statement correctly show the condition of the said Thomas G. Plant Company as to assets and liabilities.

And for the same consideration I do hereby further covenant and agree to and with the said United Shoe Machinery Company that I will simultaneously with the execution hereof cause the certificates now outstanding representing said shares of stock above provided to be conveyed to be cancelled and new certificates therefor to be issued in the name of said United Shoe Machinery Company or of such persons or corporations as the President of the United Shoe Machinery Company shall designate to receive the same.

And for the same consideration I do hereby further covenant and agree that, inasmuch as I have long been identified as officer and

manager of the said Thomas G. Plant Company with the business of said Thomas G. Plant Company and that as the good will of said Thomas G. Plant Company is a very important asset which might be seriously affected should I hereafter engage in business in competition therewith, I will upon request enter into a covenant with said Thomas G. Plant Company or said United Shoe Machinery Company or with any persons or corporations to whom the said United Shoe Machinery Company shall transfer the above stock, or with any or all of them, that I will not at any time within the period of fifteen (15) years from the date hereof directly or indirectly, in any capacity, individually or in combination with others enter into or be engaged in any business of manufacturing shoes which will in any wise interfere or compete with the business of the said Thomas G. Plant Company, its successors or assigns.

In Witness Whereof I have hereunto set my hand and seal this thirtieth day of September, 1910.

THOMAS G. PLANT [SEAL]

[MEMO BY CLERK. Attached here to Plaintiff's Exhibit 133 is Exhibit XX, but same is not here reproduced as it will be found printed in this record pages 1013 to 1016, inclusive, as a part of Exhibit 132.]

PLAINTIFF'S EXHIBIT 134.

[Put in Evidence, page 591.]

Know all Men by these Presents that I, Thomas G. Plant, of Boston in the State of Massachusetts, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to me paid by the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, receipt of which in full I hereby acknowledge, have sold and do hereby sell, assign, transfer, set over and deliver unto the said United Shoe Machinery Company, —

(a) All inventions, improvements, Letters Patent of the United States and of other countries, applications for Letters Patent and interests and rights in, to and under inventions, improvements,

Letters Patent and applications for Letters Patent which I the said Thomas G. Plant now own or control or which at any time hereafter within fifteen (15) years from the date hereof I shall make, own or acquire relating to the manufacture of footwear or to machinery, mechanisms, tools or devices, processes, methods or things intended or adapted for use in the manufacture of footwear or in the working or manipulation of leather, or relating to eyelets or to footwear findings of any description whatsoever, or to the manufacture thereof; also any and all rights I now have or may within said fifteen (15) years by agreement or otherwise have to acquire or take over any such inventions, improvements, Letters Patent of the United States and other countries, applications for Letters Patent and interests and rights therein, thereunder or thereto, including herein without prejudice to the generality hereof the entire right, title and interest, free from any and all prior license, grant or other incumbrance whatsoever, in, to and under each and every of the Letters Patent and applications for Letters Patent enumerated in the schedules hereto annexed and marked "Exhibit A" and "Exhibit B" together with the inventions and improvements covered thereby; and any and all trademarks, trade names, labels, marks or trade devices associated or used with or in reference to said inventions, or improvements or any of them or machinery embodying the same or any thereof;

(b) All rights, claims and demands, under agreement or otherwise, for the use of inventions or for infringement of Letters Patent;

(c) All beneficial interests, benefits, privileges, advantages and rights which I have or to which I am entitled under contracts or agreements or otherwise relating in any way to machinery, mechanisms, tools or devices, processes, methods or things intended or adapted for use in the manufacture of footwear or in the working or manipulation of leather, or relating to eyelets or to footwear findings of any description whatsoever or to the manufacture thereof;

(d) The entire contents of the machine shop located in the Pevear Building, 507 Washington Street, Lynn, Massachusetts,

including full equipment of large machine tools, small tools, machine shop equipment, etc., etc., (not including however shafting, pulleys, belts, etc., furnished by the landlord) ;

(e) All patterns, tools jigs, etc., built for the purpose of manufacturing the "Wonder Worker Shoe Machinery" so-called, including all such patterns, tools, jigs, etc., located at the place of business of the Bresnahan Shoe Machinery Company, in said Lynn, at said machine shop in said Pevear Building, in said Lynn, at the places of business of C. P. Stanbon & Company, Lynn, Massachusetts; Taft-Pierce Manufacturing Company, Woonsocket, Rhode Island; Stanley Manufacturing Company, Lawrence, Massachusetts; National Machine & Tool Company, Boston, Massachusetts; C. H. Cowdray Machine Works, Fitchburg, Massachusetts; and Lockwood Manufacturing Company, Boston, Massachusetts.

(f) All completed shoe machinery and machinery in process of manufacture, manufactured parts in stock, parts in process of manufacture and materials located at Bismarck Street, Jamaica Plain, Boston, Massachusetts; at Machine Shop No. 1, Bickford Street, Boston, Massachusetts; at said places of business of said Bresnahan Shoe Machinery Company, C. P. Stanbon & Company, Taft-Pierce Manufacturing Company, Stanley Manufacturing Company, National Machine & Tool Company, C. H. Cowdray Machine Works, and Lockwood Manufacturing Company ;

(g) All machine tools, small tools, jigs, patterns, machines in process of manufacture, fixtures, office furniture, etc., located at said place of business of said Stanley Manufacturing Company, Lawrence, Massachusetts ;

(h) And also all right, title and interest which I have or to which I am in anywise entitled in or to any and all other manufacturing equipment, machines, machine tools, tools, special tools, jigs, patterns, drawings, blue prints, fixtures, merchandise, supplies, mechanisms, devices, processes, methods, and other property useful or adapted or designed for use in the manufacture, or in connection with the manufacture, of footwear, or in the manufacture, working or manipulation of leather, eyelets, or footwear findings of any description whatsoever, or useful or designed or

adapted for use in the manufacture, or in connection with the manufacture of machinery, mechanisms, tools, devices, or other things intended or adapted for use in the manufacture, or in connection with the manufacture, of footwear, or the manufacture, working or manipulation of leather, eyelets, or footwear findings of any description whatsoever;

(i) All outstanding insurance relating to any of the foregoing;

To Have and to Hold all of the said inventions, improvements, Letters Patent, property, interests and rights to the said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely.

And for the same consideration I the said Thomas G. Plant do hereby covenant with and warrant to the said United Shoe Machinery Company that I am at the date of this instrument the absolute owner free from prior license, grant, claim or other incumbrance whatsoever of the entire right, title and interest in, to and under each of the Letters Patent and applications for Letters Patent mentioned in the schedules hereto annexed and marked "Exhibit A" and "Exhibit B" and the inventions covered thereby and of each and every of the items of property, inrerests and rights hereinbefore enumerated and expressed to be conveyed; that I have good right to sell, assign, transfer, set over and deliver the same as aforesaid and that I will warrant and defend the same against the lawful claims and demands of all persons.

And for the same consideration I the said Thomas G. Plant do hereby covenant and agree to and with the said United Shoe Machinery Company that I will at once promptly and fully disclose to the said United Shoe Machinery Company all inventions, improvements, Letters Patent, applications for Letters Patent and other property, interests and rights hereby conveyed or expressed or agreed to be conveyed that I now have and that I will promptly disclose all other such inventions, improvements, Letters Patent, applications for Letters Patent and other property, interests and rights as and when I acquire or have the same so that such disclosure is possible, will repeat such disclosures and make further disclosures if and when the same shall become necessary or shall

be requested ; and that at any and all times hereafter upon request I will execute and cause to be executed any and all applications for Letters Patent, assignments, powers of attorney and other instruments and will perform and cause to be performed any and all other acts which may be necessary or desired by the said United Shoe Machinery Company to enable it to secure the grant to it or its nominees of Letters Patent of the United States and of any and all other countries where the said United Shoe Machinery Company may desire to obtain Letters Patent therefor, covering the inventions and improvements or any of them, now or hereafter owned or controlled by me and hereby conveyed or expressed or agreed to be conveyed, and to fully and completely vest and confirm the full and complete legal and equitable title thereto and to all the inventions, improvements, Letters Patent, applications for Letters Patent, property, interests and rights hereby conveyed or expressed or agreed to be conveyed in the said United Shoe Machinery Company or its nominees, its or their successors or assigns, and to enable the said United Shoe Machinery Company to secure, protect and enjoy the full benefits and advantages thereof — all without further consideration than that now paid and hereinbefore acknowledged, but at the expense of the said United Shoe Machinery Company.

And for the same consideration I the said Thomas G. Plant do hereby irrevocably constitute and appoint the said United Shoe Machinery Company my lawful attorney with power of substitution, with full authority and power in my name or in the name of the said United Shoe Machinery Company or otherwise, but at its or their own expense and cost, to institute, prosecute and defend any actions at law, in equity or otherwise, and to do any and all other acts which the said United Shoe Machinery Company may consider necessary or desirable to secure and to protect and enforce the full benefits and advantages of all the said inventions, improvements, Letters Patent, applications for Letters Patent, property, interests and rights now or hereafter owned, acquired or controlled by me and hereby conveyed or expressed or agreed to be conveyed.

The term "United Shoe Machinery Company" wherever herein

used shall include said United Shoe Machinery Company, its successors and assigns.

All covenants, agreements and warranties on the part of the said Thomas G. Plant herein contained shall be binding upon and enforceable against the said Thomas G. Plant and his personal representatives.

In Witness Whereof I, the said Thomas G. Plant, have hereunto set my hand and seal this thirtieth day of September, 1910.

THOS. G. PLANT [SEAL]

United States of America.

Commonwealth of Massachusetts.

County of Suffolk, ss.

At Boston, in said County and Commonwealth, on this thirtieth day of September, 1910, personally appeared Thomas G. Plant, of Boston, Massachusetts to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, before me

[SEAL]

Robert F. Herrick, Notary Public.

[MEMO BY CLERK. Attached here to Plaintiff's Exhibit 134 are Exhibits A and B, but same are not here reproduced as they will be found printed in this record, pages 938 to 971, inclusive, as a part of Exhibit 132.]

PLAINTIFF'S EXHIBIT 135.

[Put in Evidence, page 592.]

This Agreement made this thirtieth day of September, A. D. 1910, by and between the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called the "United Company") and Thomas G. Plant of Boston in the County of Suffolk and Commonwealth of Massachusetts: Witnesseth:

That the United Company in consideration of one dollar (\$1.00) and other valuable considerations to it paid by the said Plant hereby covenants and agrees with the said Plant that it will indemnify and

save harmless the said Plant from any and all actions, claims, liabilities and demands whatsoever which may at any time arise or grow out of an agreement in writing dated January 26, 1910, made by and between said Plant and the Keighley Company, a corporation organized under the laws of the State of New Jersey, a copy of which agreement is hereto annexed and marked "Exhibit E" by reason or on account of any breach of the conditions of said agreement or of any matter or thing connected therewith, excepting liability for amounts due or by reason of any breach or non-fulfillment of said contract, if any, prior to the date hereof; and in consideration of said covenant the said Plant covenants and agrees with the United Company that he will at all times exercise the rights, powers and privileges secured to him by said agreement solely as the United Company shall direct, and that he will upon request and without further consideration execute and deliver to the United Company a written assignment of said contract and of all rights, privileges, benefits and advantages accruing to him thereunder and also that he will at any time hereafter upon the request of the United Company give to the said Keighley Company six months notice in writing to annul said agreement, as therein provided.

The United Company hereby agrees that upon receipt of notification of any action or suit which may be brought by the said Keighley Company against the said Plant for breach of said contract, the United Company will assume the defence of the same, and will pay and hold the said Plant harmless against any judgment which may be rendered against said Plant therein as well as paying the expense of such defence and any costs which may be taxed against said Plant. It is further agreed that the said Plant shall not be held liable hereunder for failure to perform any act in respect to said contract hereafter, unless he shall have been requested in writing by the United Company to perform such act and omitted to do so after such request.

In Witness Whereof the parties hereto have executed this instrument in duplicate the day and year first above written.

[SEAL]

UNITED SHOE MACHINERY COMPANY
By S. W. Winslow, President
THOS. G. PLANT

[SEAL]

[MEMO BY CLERK. Attached here to Plaintiff's Exhibit 135 is Exhibit E, but same is not here reproduced as it will be found printed in this record, pages 975 to 977, inclusive, as a part of Exhibit 132.]

PLAINTIFF'S EXHIBIT 136.

[Put in Evidence, page 592.]

DEPARTMENT OF THE INTERIOR

United States Patent Office.

Received and Recorded on the 14th day of November 1910 in Liber Z, 85, page 40 of Transfers of Patents.

In Testimony Whereof, I have caused the seal of the Patent Office to be hereunto affixed.

E. B. MOORE,

Commissioner of Patents.

[SEAL]

Know all Men by these Presents :

That Whereas I, Thomas G. Plant, of Boston, in the County of Suffolk and State of Massachusetts, am the owner of the following Letters Patent of the United States :

Name	Pat. No.	Date	Title
Plant, Thomas G.	958,302	May 17, 1910	Heeling Machine
" "	958,292	May 17, 1910	Heeling Machine
" "	940,053	Nov. 16, 1909	Sewing Machine
" "	958,293	May 17, 1910	Machines for Insert- ing Metallic Fast- enings
" "	940,054	Nov. 16, 1909	Sole Sewing Ma- chine
" "	958,305	May 17, 1910	Work Holder for Heeling Machine
" "	940,055	Nov. 16, 1909	Sole Sewing Ma- chine
" "	958,301	May 17, 1910	Shoe Jack
" "	940,725	Nov. 23, 1909	Shoe Sewing Ma- chine

Plant, Thomas G.	940,726	Nov. 23, 1909	Lock Stitch Sewing Machine
"	"	" 958,278	May 17, 1910 Shoe Jack
"	"	" 958,294	May 17, 1910 Shoe Sewing Machine
"	"	" 958,295	May 17, 1910 Stopping Mechanism
"	"	" 946,825	Jan. 18, 1910 Machine for Inserting Fasteners in Leather
"	"	" 958,279	May 17, 1910 Fastener Puller
"	"	" 958,296	May 17, 1910 Sewing Machine
"	"	" 935,230	Sept. 28, 1909 Bobbin Winding Mechanism
"	"	" 958,280	May 17, 1910 Lasting Machine
"	"	" 958,297	May 17, 1910 Welt Holder for Sewing Machines
"	"	" 958,298	May 17, 1910 Sewing Machine
"	"	" 958,299	May 17, 1910 Shoe Sewing Machine
"	"	" 958,281	May 17, 1910 Heeling Machine Attachment
"	"	" 958,282	May 17, 1910 Heeling Machine
"	"	" 958,283	May 17, 1910 Laying and Leveling Machine
"	"	" 958,304	May 17, 1910 Ironing and Dressing Machine
"	"	" 958,284	May 17, 1910 Canvas Cementer
"	"	" 958,285	May 17, 1910 Shoe Sole Flexer
"	"	" 958,286	May 17, 1910 Auxiliary Lasting Device
"	"	" 958,287	May 17, 1910 Ironing and Dressing Jack for Boots and Shoes
"	"	" 958,288	May 17, 1910 Boot and Shoe Buffing Machine
"	"	" 958,289	May 17, 1910 Boot and Shoe Machine

Plant, Thomas G.	958,300	May 17, 1910	Work Support for Heeling Machines
" " "	958,303	May 17, 1910	Driving Shaft Con- trolling Means
" " "	965,223	July 26, 1910	Dust Gatherer for Abrading Ma- chines
" " "	965,224	July 26, 1910	Sole Laying and Leveling Machine
" " "	966,472	Aug. 9, 1910	Heel and Sole Edge Waxing Machine
" " "	966,471	Aug. 9, 1910	Heel or Sole Edge Waxing Machine
Bohr, N. C.	878,453	Feb. 4, 1908	Insole
" " "	958,083	May 17, 1910	Hold-Downs for Lasting Machines
" " "	883,445	Mar. 31, 1908	Heel Scourer Guards
Brennan, Wm. J.	909,143	Jan. 12, 1909	Work Rests
Condon, Geo. V.	924,967	June 15, 1909	Heel Band for Bed Lasting Machines and the like
Cummings, H. H.	883,862	Apr. 7, 1908	Nail Forming and Driving Machine
English, A. M.	871,987	Nov. 26, 1907	Sole Rounding and Channeling Ma- chine
English, A. M.	878,478	Feb. 4, 1908	Rough Rounding Machine
Gelzenlichter, J.	871,990	Nov. 26, 1907	Buffing Machine
Glass, Perley R.	871,991	Nov. 26, 1907	Staple Tacker
" " "	957,949	May 17, 1910	Lasting Machine
" " "	888,485	May 26, 1908	Tack or Nail Driving Device
" " "	957,948	May 17, 1910	Loading Mechanism for Hand Tackers

Heyes, John J.	905,311,	Dec. 1, 1908	Sewing Machine
" " "	874,504	Dec. 24, 1907	Automatic Boot & Shoe Leveling Machine
" " "	874,505	Dec. 24, 1907	Sole Rounding Ma- chine
" " "	860,376	July 16, 1907	Stitch Impression Machine
" " "	860,377,	July 16, 1907	Stitch Impression Finishing Ma- chine
" " "	957,955	May 17, 1910	Pulling Over Ma- chine for Boots and Shoes
" " "	944,238	Dec. 21, 1909	Breaster Knife Grinding Machine
Hood, Charles E.	957,958	May 17, 1910	Heel Burnishing Machine
Hooper, Wm. H.	861,178	July 23, 1907	Welt Marking Ma- chine
" " "	861,179	July 23, 1907	Channel Flap Layer
" " "	889,375	June 2, 1908	Channel Moistening Device for Sole Sewing or Fast- ening Machine
" " "	957,964	May 17, 1910	Boot Treeing Ma- chine
" " "	865,898	Sept. 10, 1907	Portable Power Channel Flap Layer
" " "	883,804	Apr. 7, 1908	Last
" " "	861,180	July 23, 1907	Method of Assemb- ling Shoe Uppers and soles
" " "	940,019	Nov. 16, 1909	Channel Lip Turn- ing Machine

Hooper, Wm. H.	940,020	Nov. 16, 1909	Lip Turning Machine
" " "	940,691	Nov. 23, 1909	Channel Moistening Device for Sewing Machines
" " "	940,690	Nov. 23, 1909	Insole Reinforcing Machine
La Chapelle, Fred	957,972	May 17, 1910	Sewing Machine
" "	935,263	Sept. 28, 1909	Bobbin Winding Machine
Leavitt, John E.	871,942	Nov. 26, 1907	Buffing Machine
McLeod, Geo. T.	957,986	May 17, 1910	Heel Breasting Machine
Phelan, Merton D.	945,342	Jan. 4, 1910	Work Support for Metallic Fastening Machines
" " "	883,824	Apr. 7, 1908	Staple Tacker
" " "	958,005	May 17, 1910	Machine for Breast-ing the Heels of Boots & Shoes
" " "	958,002	May 17, 1910	Portable Power Tacker
Heys, John J.	966,441	Aug. 9, 1910	Shoe Supporting Jack
Plant, Thomas G.	947,401	Jan. 25, 1910	Sewing Machine
" " "	877,858	Jan. 28, 1908	Welt & Thread Cutting Means for Sewing Machines
" " "	958,290	May 17, 1910	Starting & Stopping Mechanism
" " "	958,291	May 17, 1910	Bed Lasting Machine
" " "	877,859	Jan. 28, 1908	Welt Measuring Means for Sewing Machines
" " "	940,724	Nov. 23, 1909	Sewing Machine

Plant, Thomas G.	958,306	May 17, 1910	Machine for Operating on the Bottoms of Boots & Shoes
" " "	940,723	Nov. 23, 1909	Channeling Device for Sewing Machines
" " "	940,722	Nov. 23, 1909	Jack for Boot & Shoe Lasts
" " "	940,052	Nov. 16, 1909	Stopping Mechanism
" " "	946,783	Jan. 18, 1910	Thread Controlling Mechanisms for Sewing Machines
Seely, Thomas H.	945,291	Jan. 4, 1910	Lasting Machine
Stanbon, Charles P.	865,957	Sept. 10, 1907	Channeling Machine
" " "	945,348	Jan. 4, 1910	Insole Reinforcing Machine
Stewart, George F.	871,963	Nov. 26, 1907	Machine for Making Pad Covers
" " "	871,962	Nov. 26, 1907	Buffing Machine
" " "	871,964	Nov. 26, 1907	Buffing Machine and Disc Holder therefor
" " "	885,099	Apr. 21, 1908	Welt Marking Machine
" " "	871,965	Nov. 26, 1907	Pad Cover
" " "	871,966	Nov. 26, 1907	Method for Making Pad Covers
Stewart, Wm. C.	871,967	Nov. 26, 1907	Insole Slashing Machine
" " "	958,028	May 17, 1910	Sole Marking Machine
" " "	871,968	Nov. 26, 1907	Boot & Shoe Sole
" " "	883,837	Apr. 7, 1908	Reinforced Insole Covering and Shaping Machine

Stewart, Wm. C.	871,969	Nov. 26, 1907	Sole Slashing Machine
" " "	940,745	Nov. 23, 1909	Work Support
" " " and			
Hooper, Wm. H.	944,294	Dec. 28, 1909	Heel Beading Machine
Stewart, Wm. C.	958,036	May 17, 1910	Horn Controlling Mechanism for Fastner Inserting Machines
" " "	958,037	May 17, 1910	Nail Assorting and Delivering Mechanism
" " "	944,389	Dec. 28, 1909	Heel and Top Lift Holder
Woodward, Erastus	947,366	Jan. 25, 1910	Heel Nailing Machine
" "	958,058	May 17, 1910	Heel Nailing Machine
" "	958,056	May 17, 1910	Heeling Machine
" "	939,372	Nov. 9, 1909	Automatic Leveler
" "	958,057	May 17, 1910	Sole Laying and Leveling Machine
" "	966,506	Aug. 9, 1910	Jacks for Sole Laying and Leveling Machines
Brennan, Wm. J.	935,620	Sept. 28, 1909	Wax Thread Sewing Machine Attachment
Stewart, Geo. F.	947,510	Jan. 25, 1910	Nail Block Templet for Heeling Machines.
Stewart, Wm. C.	958,038	May 17, 1910	Work Holder for Heeling Machines
Hooper, Wm. H.	944,239	Dec. 21, 1909	Insole Reinforcing Machine

Stewart, Geo. F.	958,027	May 17, 1910	Boot & Shoe Channeling Machine
Seely, Thomas H.	958,187	May 17, 1910	Pincer or Gripper Mechanism for Lasting Machines
Hooper, Wm. H.	947,509	Jan. 25, 1910	Channel Lip Turning Machine
Stewart, Wm. C.	965,342	July 26, 1910	Insole Covering and Reinforcing Machine
Eaton, Clarence L.	965,379	July 26, 1910	Wax Thread Sewing Machine Attachment
Stanbon, Charles P.	966,485	Aug. 9, 1910	Machines for Compressing Top Lifts
" " "	966,484	Aug. 9, 1910	Welt Preparing Machine
Hooper, Wm. H.	957,962	May 17, 1910	Treeing Machine
Stewart, Wm. C.	958,029	May 17, 1910	Machine for Slashing Soles of Boots and Shoes
Stanbon, Chas. P.	958,024	May 17, 1910	Sole Rounding Machine
Stewart, Wm. C.	958,039	May 17, 1910	Nail Assorting & Delivering Mechanism
Seely, Thomas H.	958,017	May 17, 1910	Pincer Mechanism for Lasting Machines
Hooper, Wm. H.	957,963	May 17, 1910	Treeing Machine
Stewart, Wm. C.	958,041	May 17, 1910	Top Lift Holder for Heeling Machines
Stanbon, Chas. P.	944,386	Dec. 28, 1909	Knife Mounting for Sole Rounding Machines

Stewart, Wm. C.	958,042	May 17, 1910	Work Support for Boot and Shoe Machines
Hooper, Wm. H.	957,959	May 17, 1910	Machine for Treat- ing Insoles of Boots & Shoes
" " "	944,365	Dec. 28, 1909	Boot & Shoe Tree and stretcher
" " "	957,961	May 17, 1910	Insole Tempering Machine
Ryan, Thomas J.	958,013	May 17, 1910	Insole for Boots & Shoes
McLeod, Geo. T.	957,993	May 17, 1910	Heel Edge Liner
Hooper, Wm. H.	957,960	May 17, 1910	Insole Edge Trim- mer
Eno, F. F.	957,943	May 17, 1910	Counter Guard for Heel Shaving Ma- chines
Stewart, Wm. C.	958,030	May 17, 1910	Knife Grinding Ma- chine
"	958,031	May 17, 1910	Jack for Slugging and other Ma- chines
McLeod, Geo. T.	957,992	May 17, 1910	Machine for Tem- pering Out-soles of Boots & Shoes
Stewart, Wm. C.	958,032	May 17, 1910	Knife Grinding & Sharpening Ma- chine
Phelan, Merton D.	958,006	May 17, 1910	Heel Shaver
McLeod, Geo. T.	957,987	May 17, 1910	Welt Laying and At- taching Machine
Stewart, Geo. F.	958,026	May 17, 1910	Shoe Sole Edge Set- ter
Stewart, Wm. C.	958,033	May 17, 1910	Outsole Marker
" " "	958,034	May 17, 1910	Rotary Jack

McLeod, Geo. T.	957,988	May 17, 1910	Shoe Supporting Rack
" " "	957,989	May 17, 1910	Brush Cleaner
Stewart, Wm. C.	958,035	May 17, 1910	Tack Pounder
McLeod, Geo. T.	957,991	May 17, 1910	Fabric Supporting Reel
" " "	957,990	May 17, 1910	Machine for Cutting & Slitting Insole Reinforcing Strips
Stewart, Wm. C.	958,040	May 17, 1910	Fastener Inserting Machine
Mills, Francis A.	524,335	Aug. 14, 1894	Tension Device for Shoe Sewing Machines
" " "	551,987	Dec. 24, 1895	Needle Guide for Sewing Machines
" " "	551,988	Dec. 24, 1895	Thread Waxing Device for Shoe Sewing Machines
" " "	623,100	Apr. 11, 1899	Shoe Sewing Machine
" " "	524,337	Aug. 14, 1894	Work Supporting and Feeding Device for Shoe Sewing Machines
" " "	524,338	Aug. 14, 1894	Loop Forming Mechanism for Shoe Sewing Machines
" " "	524,340	Aug. 14, 1894	Wax Thread Heating Device for Sewing Machines
" " "	623,101	Apr. 11, 1899	Heating Device for Sewing Machines
Krippendorf, C. H.	579,518	Mar. 23, 1897	Shoe Sole

Tyler, Abel D. Jr.	615,002	Nov. 29, 1898	Combined Boot or Shoe Tree and Top Stretcher
Riley, George	630,109	Aug. 1, 1899	Covering for Buff- ing Wheels
" "	630,110	Aug. 1, 1899	Elastic Fabric

And Whereas United Shoe Machinery Company, of Paterson, in the State of New Jersey, a corporation duly organized under the laws of said State of New Jersey, and having a place of business at 205 Lincoln Street, in said Boston, in the said State of Massachusetts, hereinafter called the United Company, is desirous of acquiring the entire right, title and interest in, to and under the said Letters Patent, together with any and all inventions therein shown or described and together with any and all reissues, renewals or extensions of the said Letters Patent which may be granted ;

Now, Therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to me paid by the United Company, the receipt whereof is hereby acknowledged, I do hereby sell, assign, transfer and set over unto the United Company, its successors and assigns, the entire right, title and interest in, to and under the said Letters Patent and in and to all inventions therein shown or described, both for the United States and countries foreign thereto, together with any and all reissues, renewals or extensions of the said Letters Patent which may be granted ;

To Have, to Hold and to Enjoy the said Letters Patent and the said inventions, reissues, renewals and extensions to said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely to the full end of the terms for which the said several Letters Patent and the said reissues, renewals and extensions are or may be granted ;

And I do hereby, for myself and for my legal representatives, covenant and agree with the United Company, its successors and assigns, that I am the sole and exclusive owner of the said Letters Patent, that I have good right and title to sell and assign the same, and that I have not granted to others any license or licenses under

the said Letters Patent, except the unassignable right and license (but not exclusive), granted by me to Charles K. Fox, of Haverhill, Massachusetts, upon the twelfth day of February, Nineteen Hundred and Ten, to make and use last jacks embodying the invention or inventions described in claims 1 and 17 of Letters Patent of the United States, No. 958,278, for Shoe Jack, granted to me May 17, 1910, and to sell such jacks solely for use in connection with "Webster Sole Leveling Machines" or "Webster Machines."

And for the same consideration, I do hereby sell, assign, transfer and set over to the United Company, its successors and assigns, all claims and demands both at law and in equity which I have or may hereafter acquire on account of any infringement of the said Letters Patent, or any of them prior to the date hereof, and I do hereby authorize and empower the United Company, its successors and assigns, to sue for and collect the same, using my name if need be, to its and their own and absolute use.

For the same consideration I further sell, assign, transfer and set over unto the United Company any and all other Letters Patent of the United States and of any and all foreign countries and any and all other inventions, and all interests therein or thereunder, that I now own or to which I am or may be entitled, relating to footwear or parts thereof or to tools, machinery, or processes of manufacture for the making of footwear or parts thereof, with the view of vesting in the United Company all my right, title and interest in, to and under such Letters Patent and inventions, whether or not the same are specifically named in the above list.

And for the same consideration, I do hereby, for myself and for my legal representatives covenant and agree with the United Company, its successors and assigns, that I will and my legal representatives shall do all things and execute and deliver any and all application papers, assignments, and other instruments which in the opinion of counsel for the United Company may be necessary or convenient to carry out the terms and intent of this instrument, to secure reissues and renewals of said Letters Patent and to vest and confirm in the United Company, its successors and assigns, the full and complete legal and equitable title to the said Letters Patent

and to the said inventions, reissues, renewals and extensions without further consideration than now paid, but at the expense of the United Company, its successors or assigns.

In Witness Whereof, I the said Thomas G. Plant, have hereunto set my hand and affixed my seal this 27th day of September 1910.

THOMAS G. PLANT [SEAL]

United States of America.

State of Massachusetts.

County of Suffolk : ss.

Boston, September 27, 1910.

Then personally appeared the above-named Thomas G. Plant, to me personally known, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed. Before me,

[SEAL]

Frederick L. Emery, Notary Public

PLAINTIFF'S EXHIBIT 137.

[Put in Evidence, page 592.]

Know all Men by these Presents that Whereas I, the undersigned, Thomas G. Plant, of Boston, Commonwealth of Massachusetts, have made certain claims against the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, and have planned to bring certain suits against said United Shoe Machinery Company ;

Now Therefore in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, I, the said Thomas G. Plant, do hereby remise, release and forever discharge the said United Shoe Machinery Company, its successors and assigns, of and from all and all manner of actions and causes of action, suits, debts, dues, accounts, claims, liabilities, and demands of every name and nature in law or equity, which I ever had or may have or which my heirs, executors, administrators or assigns hereafter may have for or by reason of any cause, reason, matter or thing whatsoever arising prior to September 23rd, 1910, including any and all claims, demands or suits of any nature

held for me by others or in which I am entitled to the beneficial interest.

In Witness Whereof I have hereunto set my hand and seal this thirtieth day of September, 1910.

THOS. G. PLANT [SEAL]

PLAINTIFF'S EXHIBIT 138.

[Put in Evidence, page 593.]

This Agreement made this thirtieth day of September, 1910, by and between the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, party of the first part, and Thomas G. Plant, of Boston, party of the second part,

Whereas, the Manufacturers' Machine Company, a corporation duly organized and existing under the laws of the State of New Jersey, has entered into a certain agreement with Charles P. Stanbon, doing business under the firm name and style of Charles P. Stanbon & Company, dated May 29, 1905, a copy of which is hereto annexed marked "Exhibit D", providing, among other things, that said Manufacturers' Machine Company shall have an option to purchase the business, machinery, etc., of said Charles P. Stanbon at an inventory value, which agreement has been extended until November 1, 1910, and which agreement has been assigned and transferred by said Manufacturers' Machine Company, to said Plant, said transfer having been duly assented to by said Stanbon; and

Whereas, Manufacturers' Machine Company, as recited in said agreement, furnished the said Stanbon with a certain bond for five thousand dollars (\$5,000), on which bond said Plant is responsible; and

Whereas, said Plant has this day notified said Stanbon of his intention to exercise the said option;

Now Therefore, it is agreed by and between the parties hereto as follows:—

1. Said Plant will at once assign to the United Shoe Machinery Company all his rights as assignee and all the rights of the said

Manufacturers' Machine Company of every name and nature under said contract with Charles P. Stanbon, expressly including the right to take the good will of the business of the said Charles P. Stanbon, stock, machinery, tools and patents and the right to require the services of said Charles P. Stanbon, all as provided in said agreement between said Manufacturers' Machine Company and Charles P. Stanbon.

2. United Shoe Machinery Company will assume all agreements, obligations and liabilities of said Plant under said contract with said Charles P. Stanbon and will save and indemnify said Manufacturers' Machine Company and said Plant harmless against the same, and particularly will procure the cancellation of the said bond and the release and discharge of all liability of the said Manufacturers' Machine Company and the said Thomas G. Plant thereon without cost or expense to the said Plant.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

[SEAL]

THOS. G. PLANT

[SEAL]

UNITED SHOE MACHINERY CO.

By S. W. Winslow, President.

[MEMO BY CLERK. — Attached here to Plaintiff's Exhibit 138 is Exhibit D, but same is not here reproduced as it will be found printed in this record, pages 972 to 975, inclusive, as a part of Exhibit 132.]

PLAINTIFF'S EXHIBIT 139.

[Put in Evidence, page 593.]

Know all Men by these Presents that whereas the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, has brought various suits and made various claims against Thomas G. Plant, of Boston, in the Commonwealth of Massachusetts;

Now Therefore in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said United Shoe Machinery Company

does hereby remise, release and forever discharge the said Thomas G. Plant, his heirs, executors and administrators of and from all and all manner of actions and causes of action, suits, debts, accounts, agreements, claims, liabilities and demands whatsoever in law or equity, which it ever had or which it, its successors or assigns or any of them hereafter may have for or by reason of any matter, cause or thing whatsoever arising prior to September 23rd, 1910, including any and all claims, demands or suits of any nature held for it by others or in which it may be entitled to the beneficial interest.

In Witness Whereof the United Shoe Machinery Company has hereunto set its hand and seal this thirtieth day of September, 1910.

UNITED SHOE MACHINERY CO. [SEAL]
by S. W. Winslow, President.

PLAINTIFF'S EXHIBIT 140.

[Put in Evidence, page 593.]

This Agreement, made this thirtieth day of September, 1910, by and between Thomas G. Plant, of Boston, Massachusetts, and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, Witnesseth:

Whereas, by a certain agreement dated the fifteenth day of June 1910, by and between the said Thomas G. Plant and the Stanley Manufacturing Company, an unincorporated Association, in said agreement more fully described (a copy of which agreement is hereto attached marked "Exhibit H") a lease of certain property, real and personal, was made by the Stanley Manufacturing Company to the said Thomas G. Plant and certain agreements were entered into relating to the purchase by the said Thomas G. Plant from the said Stanley Manufacturing Company of said real estate and other property; and

Whereas, by a certain other agreement, dated said fifteenth day of June, 1910, by and between the said Thomas G. Plant and the said Stanley Manufacturing Company (a copy of which agreement is hereto attached marked "Exhibit G") the said Stanley Manu-

facturing Company purported to convey to the said Thomas G. Plant all its rights, title and interest in and under an agreement (a copy of which is thereto attached marked "A") dated the first day of May 1901, between the said Stanley Manufacturing Company and the said United Shoe Machinery Company, and the said Thomas G. Plant agreed to indemnify the said Stanley Manufacturing Company against certain obligations thereunder; and

Whereas, an agreement as hereinafter set forth has been made between the said Thomas G. Plant and the said United Shoe Machinery Company;

Now, Therefore, this Instrument Witnesseth: That the said Thomas G. Plant and said United Shoe Machinery Company, each in consideration of the covenants and agreements on the part of the other herein contained, do hereby covenant and agree each with the other as follows:—

(1) The said Plant hereby sells, assigns, transfers, and sets over unto the said United Shoe Machinery Company said agreements with said Stanley Manufacturing Company, a copy of each of which is hereto attached marked respectively "Exhibit G" and "Exhibit H", and all his rights, titles, benefits and interests thereunder.

(2) The said United Shoe Machinery Company hereby assumes said agreements (G and H) and agrees to hold the said Plant, his heirs, executors and administrators harmless from and against all liability to the said Stanley Manufacturing Company thereunder, excepting liability for amounts due or by reason of any breach or non-fulfillment of said contracts if any prior to the date hereof.

(3) The said Plant hereby constitutes and appoints the said United Shoe Machinery Company his lawful attorney with power of substitution in his name, or in the name of the United Shoe Machinery Company, or otherwise, but at the sole expense and cost of said United Company to take any actions and to do any things which may be necessary or desired by the said United Shoe Machinery Company to secure, protect, and enforce all of said benefits, advantages and rights and to defend against any and all claims arising under said contracts or either of them, and hereby agrees, if so requested, to co-operate with the said United Shoe Machinery

Company in adjusting or disposing, as the said United Shoe Machinery Company desire, of all interest, rights, claims, demands and liabilities under said contracts or either of them.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate the day and year first above written.

THOMAS G. PLANT [SEAL]

UNITED SHOE MACHINERY CO. [SEAL]

by S. W. Winslow President.

[MEMO BY CLERK. — Attached here to Plaintiff's Exhibit 140 are Exhibits G and H, but same are not here reproduced as they will be found printed in this record, pages 983 to 1012, inclusive, as a part of Exhibit 132.]

PLAINTIFF'S EXHIBIT 141.

[Put in Evidence, page 593.]

Know all Men by these Presents

Whereas, United Shoe Machinery Company has simultaneously with the delivery hereof delivered to me, Thomas G. Plant, a general release of all claims which it may have against me, arising prior to September 23, 1910, and

Whereas, said United Shoe Machinery Company has entered into various other contracts and agreements with me, the said Plant; and

Whereas, the Bresnahan Shoe Machinery Company has simultaneously herewith executed a transfer to the said United Shoe Machinery Company of all its property and assets of every name and nature, including its notes and accounts receivable and all other indebtedness due it; and

Whereas, I, the said Plant, am indebted to the said Bresnahan Shoe Machinery Company,

Now, Therefore, I the said Thomas G. Plant, hereby covenant and agree with the said United Shoe Machinery Company, its successors and assigns that nothing in said release delivered by said United Shoe Machinery Company to me, and nothing in any other

agreements or documents executed and delivered by said United Shoe Machinery Company to me, shall be deemed or held to be a release of any sums or indebtedness owing by me to said Bresnahan Shoe Machinery Company, or deemed to be a release of any other claims which said Bresnahan Shoe Machinery Company has against me, and which have been so assigned, or intended to be so assigned to said United Shoe Machinery Company, I hereby agreeing that I, the said Thomas G. Plant, will pay all claims or indebtedness so due by me in full.

In Witness Whereof, I have hereunto set my hand and seal this thirtieth day of September 1910.

THOMAS G. PLANT [SEAL]

PLAINTIFF'S EXHIBIT 142.

[Put in Evidence, page 593.]

This Agreement made this thirtieth day of September A. D. 1910, by and between Thomas G. Plant of Boston, County of Suffolk and Commonwealth of Massachusetts, and United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called the "United Company"), Witnesseth:

That in consideration of one dollar (\$1.00) and other valuable considerations to him paid by the United Company, the receipt whereof is hereby acknowledged, the said Plant does hereby assign, transfer and set over unto the United Company two (2) certain contracts both dated the fifteenth day of June, 1910, one made by and between the said Plant and The Stanley Company, a corporation organized under the laws of the State of Massachusetts and relating to the manufacture of gasoline motors and other matters and things as therein set forth, and the other made by and between said Plant and the Stanley Manufacturing Company, an unincorporated association and relating to the manufacture of labelling, washing and filling machines, and all interests, benefits, advantages and rights arising out of said contracts or either of them, or in any way accruing to the said Plant by reason thereof.

To Have and to Hold the same to the said United Company and its successors and assigns to their own use and behoof forever.

And in consideration of the foregoing assignment the United Company assumes the obligations of said Plant in said contracts and agrees to indemnify and save harmless the said Plant and his heirs, executors and administrators forever from any and all manner of actions, claims, liabilities and demands which may hereafter arise or grow out of said contracts or either of them, or the non-fulfilment or breach thereof except by reason of any breach in the performance or observance of said contracts or either of them by said Plant or those having his interest in the premises occurring prior hereto.

And for the same consideration the said Plant hereby covenants and agrees that all conditions, stipulations and agreements contained in said contracts by him to be observed and performed prior hereto have been fully and completely observed and performed and that all sums of money which by the terms of said first mentioned contract should have been paid by the said Plant to said The Stanley Company prior hereto have been fully paid and satisfied and that at the date of this instrument the said Plant is not in default under said contracts or either of them by reason or on account of any matter or thing whatsoever.

And for the same consideration the said Plant further covenants and agrees to and with the United Company that the two papers hereto annexed and marked respectively "Exhibit F" and "Exhibit I" are true and complete copies of said contracts of June 15, 1910, above referred to, and set forth the entire agreements of the parties thereto relative to the matters and things therein included and that neither of said contracts has been in any way extended or modified.

And for the same consideration the said Plant hereby irrevocably constitutes and appoints the United Company his attorney with power of substitution, in his name or otherwise but at its own cost to prosecute or defend any actions at law or in equity to execute and deliver all instruments in writing, and generally to perform all acts which may be necessary, proper or desirable to enable

the United Company or its assigns to secure, protect and enforce the interests, benefits, advantages and rights hereby transferred.

In Witness Whereof the said parties have executed this instrument in duplicate this day of September 1910.

THOMAS G. PLANT

[SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

by S. W. Winslow, President.

[MEMO BY CLERK.— Attached here to Plaintiff's Exhibit 142 is Exhibit F, but same is not here reproduced as it will be found printed in this record, pages 978 to 983, inclusive, as a part of Exhibit 132.]

EXHIBIT I.

This Agreement made this fifteenth day of June, 1910, by and between the Stanley Manufacturing Company, an unincorporated Association, of Boston, Massachusetts, party of the first part, and Thomas G. Plant, of said Boston, party of the second part, Witnesseth, as follows:

1. The said party of the second part hereby covenants and agrees to manufacture in a good and workmanlike manner and of good material, for the party of the first part, at the factory in Lawrence, Massachusetts, that has been this day leased to him by the party of the first part all such labelling, washing and filling machines and parts for the same, as the said party of the first part may hereafter need to enable it to meet the demands of its business and as the party of the second part may find it convenient to make. And the said party of the second part also covenants and agrees to keep in good and substantial repair, so far as he conveniently can, until the first day of January, 1911, all patterns and special tools of the party of the first part, used in the manufacture of such labelling, washing and filling machines and parts for the same.

2. And for the manufacture of such labelling, washing and filling machines and parts for the same, and for keeping in repair the said patterns and special tools, the party of the first part covenants

and agrees to pay to the party of the second part, as follows: (1) The amount paid for labor; (2) The cost of materials used, and (3) An expense account equal to eight cents for each hour of labor on such machines and parts; and in addition thereto to pay a sum equal to 15% on the aggregate of the above three items — payment to be made by the said party of the first part to said party of the second part, for all such manufacturing and repair work, on or before the fifteenth day of the month next following that in which the work is completed and is ready for delivery.

And it is agreed that the covenants and agreements herein contained shall extend to and bind the successors and assigns of the said Stanley Manufacturing Company and the heirs, executors and administrators of the said Thomas G. Plant.

In Witness Whereof the said Stanley Manufacturing Company, unincorporated, has caused this Instrument to be duly executed, and the said Thomas G. Plant has set his hand to this Instrument, in duplicate, on the day and year first above written.

Stanley Manufacturing Company

Frank F. Stanley, Principal Trustee [SEAL]

George E. Gilbert, Associate Trustee [SEAL]

Henry F. Tapley, Associate Trustee [SEAL]

Thomas G. Plant [SEAL]

PLAINTIFF'S EXHIBIT 143.

[Put in Evidence, page 594.]

This agreement made this twenty-second day of November, A. D. 1910, by and between Adam H. Prenzel of Halifax, Pennsylvania, United States of America, (hereinafter called the "vendor") and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, (hereinafter called the "United Company"), Witnesseth:

That Whereas the vendor has represented to the United Company that he has heretofore invented new and useful improvements relating to footwear and to methods, machinery, mechanisms, processes and devices useful or adapted for use in the manufacture of

footwear and more particularly of that class of footwear known as "turned" footwear and that he is the owner free from encumbrances of certain Letters Patent of the United States of America and of certain applications for such Letters Patent, all as set forth in the Schedule hereto annexed and marked "Schedule A" and of the inventions and improvements covered thereby,

And Whereas the vendor has also represented to the United Company that he is the owner of the entire right, title and interest, free from encumbrances in Letters Patent of the United States, No. 965,656, dated July 26, 1910, and of a fractional interest in three (3) certain other Letters Patent of the United States, all as set forth in the Schedule hereto annexed and marked "Schedule B",

And Whereas the vendor desires to dispose of all said inventions and improvements, Letters Patent of the United States and applications for and fractional interest in Letters Patent, and also all the property, interest, benefits and rights hereinafter mentioned, and the United Company desires to acquire said inventions, improvements, Letters Patent, applications for and interests in Letters Patent, property, interests, benefits and rights, and also to secure the benefit of the covenants and agreements on the part of the vendor hereinafter contained.

Now, Therefore, the vendor, in consideration of the sum of eight thousand dollars (\$8,000) to him in hand paid by the United Company, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements on the part of the United Company hereinafter contained, does hereby sell, assign, transfer, set over and convey to the United Company free from all prior grants, licenses or other encumbrances whatsoever, all the inventions and improvements above mentioned, all rights, benefits and interests in, to and under the Letters Patent of the United States of America and the applications for Letters Patent of the United States of America mentioned in "Schedule A" and the interests in the Letters Patent of the United States of America as mentioned in said "Schedule B", and does likewise sell, assign, transfer, set over and convey to the United Company, free from all prior grants, licenses or other encumbrances whatsoever any and

all other inventions, improvements, Letters Patent and applications for Letters Patent, both of the United States of America and of any and all other countries, and interests and rights in, to or under inventions, improvements, Letters Patent or applications for Letters Patent which may in any way relate to or be intended or adapted for use in or in connection with footwear or relate to or be intended or adapted for use in or in connection with machinery, tools, mechanisms, appliances, devices, findings, supplies, methods, processes or things relating or pertaining to or designed or adapted for use in or in the manufacture of footwear or the working or manipulation of leather which the vendor now owns or has any right, by agreement or otherwise, to take over or which the vendor shall make, own, acquire or have any right by agreement or otherwise to acquire or take over at any time prior to the expiration of the full term of the Letters Patent mentioned in said "Schedule A" or which may be obtained upon any applications for Letters Patent mentioned in said "Schedule A", which shall last expire, or the expiration of the full term of any extensions, re-issues or renewals thereof.

And for the same consideration the vendor hereby sells, and delivers unto the United Company all machinery, tools, mechanisms, devices, jigs, drawings, blueprints, patterns and other articles or things in his possession or control which are designed or adapted for use in or in connection with the inventions and improvements above mentioned, including all the machines and parts of machines embodying said inventions and improvements heretofore made or constructed or now in process of construction, and all material intended therefor, including especially, without prejudice to the generality of the foregoing conveyance, the machinery mentioned in the Schedule hereto annexed and marked "Schedule C."

To Have and to Hold all said inventions, improvements, Letters Patent, applications for and interests in Letters Patent, property, interests, benefits and rights to the said United Company and its successors and assigns to its and their own use and behoof forever.

1. And for the same consideration the vendor hereby covenants and agrees with the United Company that he is the owner, free

from any and all grants, licenses or other encumbrances, whatsoever, of the entire legal and equitable right, title and interest in, to and under the Letters Patent and applications for Letters Patent enumerated in said "Schedule A" and in the inventions covered thereby and of the interests in Letters Patent as set forth in said "Schedule B" and the inventions and improvements covered thereby, and that he will warrant and defend the same to the United Company against the lawful claims and demands of all persons whomsoever.

2. And for the same consideration the vendor hereby further covenants and agrees to and with the United Company that he will forthwith fully and completely disclose to the United Company and all such of its officers and patent solicitors as may be designated by the United Company therefor, all inventions, improvements, Letters Patent, applications for Letters Patent, interests and rights which are included within the terms of the foregoing assignment now owned by him or which he has any right by agreement or otherwise to acquire or take over, and that at any and all times hereafter, upon making, acquiring or owning or obtaining any right by agreement or otherwise to acquire or take over any invention, improvement, Letters Patent, applications for or interests in Letters Patent, interest or right, hereinbefore conveyed or expressed or agreed to be conveyed he will promptly disclose the same to the United Company, its officers and patent solicitors, that he will repeat such disclosures when and as often as may be requested and that at any and all times upon request he will execute and cause to be executed any and all preliminary statements, applications, powers of attorney, assignments and other instruments and will perform or cause to be performed any and all acts necessary or desired by the United Company to obtain Letters Patent of the United States and of any and all countries in which the United Company may desire to obtain Letters Patent covering in such form as the United Company may desire, the inventions and improvements or any of them by this instrument conveyed or expressed or agreed to be conveyed and to fully and completely vest and confirm in the United Company or its nominee all such Letters

Patent and all inventions, improvements, Letters Patent, applications for and interests in Letters Patent, property, interests, benefits and rights, whether heretofore or hereafter made or acquired by this instrument conveyed or expressed or agreed to be conveyed and to enable the United Company to enjoy the full benefits and advantages thereof, all without further consideration; but the United Company shall, however, assume and pay the entire expense of hereafter obtaining Letters Patent covering said inventions and improvements by this instrument conveyed or expressed or agreed to be conveyed.

3. Subject to the provisions herein contained the United Company hereby covenants and agrees with the vendor that, during the continuance in force and apparent validity of any of the Letters Patent mentioned in "Schedule A" hereto annexed or of any Letters Patent of the United States of America which may be obtained by the United Company by virtue hereof covering the inventions and improvements included in the applications for Letters Patent mentioned in "Schedule A" or any of them, of any extensions, re-issues or renewals thereof, the United Company will pay to the vendor one-fourth part of any rent or royalty received by the United Company for the use of said inventions or any of them from lessees holding under lease from it machines, mechanisms or devices embodying the inventions and improvements protected by such Letters Patent or any of them included in said "Schedule A" and leased by the United Company for use in the United States of America.

4. The United Company hereby agrees that whenever in any quarter year ending with the last day of December, March, June, or September in any year any payment shall have become due to the vendor under the provisions of the preceding paragraph hereof, the United Company will on or before the last day of the next succeeding calendar month render to the vendor a statement showing the amount so due and at the same time will accompany such statement with payment thereof.

5. In case and whenever at any time the total amounts paid to

the vendor by the United Company under the provisions of this agreement, including the sum of eight thousand dollars (\$8,000) which is paid on the day of the execution hereof, have together reached the total amount of seventy-five thousand dollars (\$75,000) all obligations of the United Company under this agreement shall immediately cease and determine and the vendor thereafter shall have no claim to the payment of any further sum or sums of money or otherwise under this agreement or in respect to the inventions, improvements, Letters Patent, applications for Letters Patent, and interests in Letters Patent, property, interests, benefits and rights hereby conveyed or expressed or agreed to be conveyed.

6. The expense, if any, of defending the inventions purporting to be covered by the Letters Patent or any of them referred to in paragraph 3 hereof against claims of infringement, if any such claims shall be made, of Letters Patent owned by others, shall be borne by the vendor, including the satisfaction of judgments, if any, which may be obtained by reason thereof against the United Company or its licensees.

The expense, if any, of prosecuting claims by the United Company of infringement by others of the Letters Patent or any of them referred to in said paragraph 3 hereof, shall be divided between the United Company and the vendor in the proportion of three-fourths ($\frac{3}{4}$) to the United Company and one-fourth ($\frac{1}{4}$) to the vendor.

The United Company shall, if it so elects, take charge of any such litigation, either by or against it or its licensees, and may if it so elects pay all the expenses thereof in the first instance, and the vendor shall (to the extent above provided) reimburse the United Company therefor.

7. The expression "United Company" wherever herein used shall include the said United Shoe Machinery Company, its successors and assigns, and all agreements herein contained binding upon the vendor shall be binding upon him and his heirs, executors, administrators and assigns.

In Witness Whereof the parties have hereto and to another

instrument of like tenor set their hands and seals the day and year first above written.

[SEAL]

ADAM H. PRENZEL

[SEAL]

UNITED SHOE MACHINERY CO.

By L. A. Coolidge, Treasurer.

United States of America.

State of Penna.,

County of Dauphin, ss.

On this twenty second day of November, 1910, before me personally appeared the above named Adam H. Prenzel, to me personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

[SEAL]

G. W. Shultz, Notary Public.

SCHEDULE A.

Letters Patent of the United States of America issued to and owned by Adam A. Prenzel.

No. 959,256, issued May 24, 1910, for Shoe Machine.

No. 959,386, issued May 24, 1910, for Machine for Recessing Shoe Parts.

No. 960,234, issued May 31, 1910, for Process for Making Shoes.

No. 965,744, issued July 26, 1910, for Beveling Machine.

No. 967,053, issued August 9, 1910, for Shoe.

Applications of Adam H. Prenzel for Letters Patent of the United States.

Serial No. 575,801, filed August 5, 1910, Machine for Embossing Heels.

Serial No. 575,802, filed August 5, 1910, Process of Making Shoes.

Serial No. 575,803, filed August 5, 1910, Shoe.

SCHEDULE B.

List of Patents of the United States of America in which an interest as designated is owned by Adam H. Prenzel.

- No. 589,908, issued September 14, 1897, to Adam H. Prenzel, for Shoe Sewing Machine (one-quarter interest).
No. 589,949, issued September 14, 1897, to Adam H. Prenzel, for Shoe Sewing Machine (one-quarter interest).
No. 594,754, issued November 30, 1897, to Adam H. Prenzel, for Edge Setting Machine (one-half interest).
No. 965,656, issued July 26, 1910, to Adam H. Prenzel, for adjustable Work Support and Gage for Channeling Machines (entire interest).

SCHEDULE C.

- 2 Bevelling Machines
2 Recessing Machines
1 Embossing Machine
-

PLAINTIFF'S EXHIBIT 144.

[Put in Evidence, page 597.]

This agreement, made this nineteenth day of December, A. D., 1910, by and between Maurice V. Bresnahan, William H. Bresnahan and John J. Donlan, all of Lynn in the County of Essex and Commonwealth of Massachusetts (hereinafter referred to as "the parties of the first part"), both individually and as they are copartners doing business in said Lynn and elsewhere under the firm name and style of "M. V. Bresnahan & Co.", and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, having a usual place of business in Boston in the County of Suffolk and Commonwealth of Massachusetts (hereinafter called the "United Company"), Witnesseth: —

That whereas said parties of the first part have heretofore been engaged, jointly or severally, in the business of developing and dealing in and with machinery, tools, mechanisms and devices, useful or intended or adapted for use in the manufacture of boots and shoes and are jointly or severally the owners of property relating to such business and desire to dispose of all said business with the good-will thereof and property as hereinafter set forth to the said

United Company and to enter into the warranties, covenants and agreements hereinafter set forth :

Now, therefore, the parties of the first part and each of them, in consideration of the payment hereinafter provided to be made and the covenants and agreements on the part of the said United Company hereinafter contained, and the said United Company in consideration of the sales, transfers and assignments hereinafter set forth and the warranties, covenants and agreements on the part of the said parties of the first part hereinafter contained, do hereby covenant and agree, each with the other, as follows :

1. The parties of the first part and each of them do hereby jointly and severally sell, assign, transfer, set over and deliver to the United Company any and all business heretofore carried on by them or any of them relating or pertaining in any way to manufacturing or dealing in machinery, mechanisms, tools or devices intended or adapted for use in the manufacture of boots and shoes, including herein without prejudice to the generality of the foregoing the said business heretofore carried on under the firm name and style of "M. V. Bresnahan & Co." together with the goodwill of all the business hereby conveyed and all property, interests and rights of every name and nature relating or pertaining thereto, whether owned or possessed by the parties to the first part jointly or severally, including herein without prejudice to the generality of the foregoing all trade names, marks and brands, inventions, improvements, Letters Patent and applications for Letters Patent of the United States and of any and all other countries and any and all interests and rights therein, thereunder or thereto, whether jointly or severally owned, all machinery, mechanisms, tools and devices intended or adapted for use in the manufacture of boots and shoes, all stock on hand, raw, wrought or in process of manufacture, all patterns, blue prints, drawings, jigs, tools, special tools, furniture, supplies, manufacturing machinery and equipment, relating or pertaining in any way to or used in any such business; excepting however, cash on hand or on deposit and bills and accounts receivable on account of business done prior to the date of this sale.

To Have and to Hold all of said property, interests and rights to said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely.

An inventory of property of the said M. V. Bresnahan & Co. has been prepared by the parties of the first part as of the first day of December, 1910, which is identified by the signatures of the parties of the first part and by the signature of Geo. H. Vose in behalf of the United Company and a summary of the same is hereto attached and marked "Schedule A"; and the parties of the first part do hereby jointly and severally covenant with and warrant to the said United Company, that the property hereby conveyed includes (together with other property, interests and rights) all of the property set forth in said inventory, excepting such as has been used by the said parties of the first part in the regular and useful course of business since the said first day of December, 1910; that they are the sole owners of the entire right, title and interest in all said property; that they have good right to convey the same as aforesaid; that said property is free from all incumbrances; and that they will and their heirs and executors shall warrant and defend the same to the United Company against the lawful claims and demands of all persons; and further that they will forthwith discharge or cause to be discharged all liabilities, direct or contingent, of said partnership or relating or pertaining in any way to any of the property, interests or rights hereby conveyed or expressed or agreed so to be.

2. The parties of the first part and each of them do hereby jointly and severally sell, assign, transfer and set over to the said United Company any and all inventions, improvements, Letters Patent of the United States and of any and all other countries and interests and rights in, to and under inventions, improvements, Letters Patent and applications for Letters Patent relating or pertaining in any way to boots or shoes or to machinery, methods, processes, mechanisms, tools or devices intended or adapted for use in the manufacture thereof, which they or either or any of them now have or have any right by agreement or otherwise to acquire or take over, or which they or either or any of them shall at any time

within ten (10) years from the date hereof or at any time during the continuance of the employment of them or any of them by the said United Company, or at any time within ten (10) years after the termination of any such employment, make (whether or not during regular working hours and whether upon the premises of the United Company or elsewhere), own, control or have any right by agreement or otherwise to acquire or take over.

3. The parties of the first part and each of them do hereby jointly and severally covenant and agree to and with the said United Company that they will forthwith disclose to the said United Company any and all inventions, improvements, Letters Patent, applications for Letters Patent, property, interests and rights now possessed by them or any of them or which they or any of them now have or have any right by agreement or otherwise to acquire or take over which are included in the terms of the foregoing assignments; and that at any and all times hereafter upon making any invention or improvement, or acquiring any invention, improvement, Letters Patent, application for Letters Patent, interest or right, included within the terms of the foregoing assignment they will forthwith disclose the same to the said United Company, its officers and patent solicitors; that they will repeat any and all such disclosures when and as often as requested, and that they will, upon request, execute and cause to be executed any and all proper applications for Letters Patent, assignments and other instruments, and will perform and cause to be performed any and all other proper acts which may be necessary or desired by the said United Company to enable the said United Company or its nominees to obtain Letters Patent for said inventions or any of them in whatever countries the United Company may so desire, and to fully and completely vest and confirm in the said United Company or its nominees all of the inventions, improvements, Letters Patent, property, interests and rights hereby conveyed or expressed or agreed so to be conveyed—all without further compensation but at the expense of the United Company.

4. It is hereby covenanted and agreed by and between the United Company and each of the parties of the first part that each of the

parties of the first part shall forthwith enter the employ of the United Company and shall be given employment by the United Company. Each of the parties of the first part does hereby covenant and agree to and with the United Company that during the continuance of his employment by the United Company he will well and faithfully serve the United Company and that he will during the continuance of such employment devote his time, services and skill exclusively to the accomplishment of such purposes and the performance of such duties as shall be assigned to him by the United Company.

The said Maurice V. Bresnahan is to be employed (during the continuance of his employment by the said United Company) by the said United Company for at least six (6) months in each year, or less at his option, and for such employment the said United Company are to pay the said Maurice V. Bresnahan at the rate of Ten Thousand Dollars (\$10,000) per year, payment at such rate to be made for such portions of each year only as the said Maurice V. Bresnahan shall be engaged in active work for the said United Company.

The said William H. Bresnahan shall, during the continuance of his employment devote his entire time to the duties of his said employment under the direction of Charles H. Willson, now of the United Company, and shall receive compensation at the rate of not less than One Thousand Dollars (\$1,000) per year.

The said John J. Donlan, during the continuance of his employment by the said United Company, shall devote his entire time to the duties of said employment in the United States unless otherwise mutually agreed and shall receive compensation for said employment at the rate of not less than Forty Dollars (\$40.00) per week.

The employment of each of the respective parties of the first part by the United Company shall continue for the term of three (3) years from the respective dates at which they shall begin work for the said United Company and thereafter for such further period or periods as may be mutually desired until terminated by notice from either party to the other.

5. The parties of the first part and each of them do hereby covenant and agree to and with the said United Company that, excepting as employees of the United Company, they will not nor will either or any of them at any time within ten (10) years from the date hereof or at any time during the continuance of the employment of them or any of them by the said United Company or at any time within ten (10) years after the termination of any such employment, without the consent in writing of the United Company first obtained, directly or indirectly, in any capacity, individually or in combination with another or others, as officer or stockholder of a corporation, as owner, principal, agent, employee or otherwise, enter into or be engaged or interested in or financially or otherwise assist any person, firm or corporation, in entering into, developing or carrying on any business which relates or pertains in any way to manufacturing, selling or otherwise dealing in any machinery, tools, mechanisms, methods, devices or processes useful or adapted for use in the manufacture of boots or shoes, or inventions, improvements, or Letters Patent relating or pertaining thereto or in any business which will in any way interfere or compete with the business of the said United Company therein or in imitating or infringing any trade name, mark or brand or any Letters Patent owned by said United Company.

6. The parties of the first part and each of them do hereby remise, release and forever discharge the United Company and every corporation owned or controlled by the United Company, and its and their officers and agents, of and from all manner of actions, causes of action, suits, debts, accounts, agreements, bonds, liabilities, judgments, claims and demands whatsoever, at law or in equity, which they or any of them now have or have ever had or which they or any of them, their heirs, executors, administrators or assigns, hereafter may have for or by reason of any matter, cause or thing whatsoever arising prior to the date of this instrument, whether brought in their names or in the names of any of them, or in the name of the Bresnahan Shoe Machinery Company or in the name of M. V. Bresnahan & Co., or otherwise, including any and all claims, demands and suits of any nature held for them

or any of them by others or in which they or any of them may be entitled to the interest.

7. The United Company, as full consideration for the covenants, warranties and agreements on the part of the parties of the first part, and each of them herein contained, and for the transfers and assignments herein made or provided for, hereby covenants and agrees to pay to the parties of the first part immediately upon the execution hereof the sum of twenty-five thousand dollars (\$25,000) which payment may be made to Maurice V. Bresnahan as representing the parties of the first part who is hereby authorized by said parties of the first part to receive and receipt for the same, and the United Company shall not be in any way responsible for the application or apportionment thereof among the parties of the first part.

8. The term "United Company" as herein used shall be held to include the said United Shoe Machinery Company and its successors and assigns, and all covenants, warranties and agreements binding upon the parties of the first part shall be binding on them and on their legal representatives.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

M. V. BRESNAHAN & Co.

[SEAL]

By Maurice V. Bresnahan

MAURICE V. BRESNAHAN

[SEAL]

JOHN J. DONLAN

[SEAL]

WILLIAM H. BRESNAHAN

[SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Edwd. P. Hurd, Asst. Tres.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston.

On this Nineteenth day of December, A. D. 1910, before me personally appeared the above named Maurice V. Bresnahan, William H. Bresnahan and John J. Donlan, known to me and known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they and each of them exe-

cuted the same jointly and severally as their free act and deed and as the free act and deed of M. V. Bresnahan & Co.

[SEAL]

William B. Sullivan, Notary Public.

SCHEDULE "A"

Inventory of Property of M. V. Bresnahan & Company,
Lynn, December 19, 1910.

- 1 Emery Stand, 2 wheels, on frame.
- 1 Blaisdell Engine Lathe, 6 x 12, R. & F. rest, Hollow spindle
- 1 Blaisdell Lathe, 6 x 16, R. & F. rest, Power cross feed, hollow spindle.
- 1 15" Hendy Shaper
- 1 Blaisdell Lathe, 16 x 10, R. & F. rest, Power cross feed, Hollow spindle
- 1 Speed Lathe, 8 x 3½, with hand rest.
- 1 Gerard Arbor Press No. 3
- 1 Pair Pattern Shears (Gallagher.)
- 1 Foot Power Pincer
- 1 Barnes 16" drill, wheel and lever feed.
- 1 Washburn Sensitive Drill (1 spindle.)
- 1 Blaisdell Drill 28" (old style.)
- 1 Lathe and Morris Planer 22 x 22 x 6.
- 1 Kempworth #1 Plain Miller
- 1 Corner Cutting Attachment for Miller
- 1 Grindstone and Frame.
- 1 Westhaven Mfg. Co. Power Hacksaw.
- 1 Pair Welte Shoes (W. L. Cressey.)
- 1 Speed Lathe 8" x 3½'.
- 1 Flather Lathe 14" x 6'.
- 1 Polishing Stand, Hersey & Cutler.
- 36 Polishing Wheels.
- 71 Reamers, assorted sizes.
- 125 drills, assorted sizes.
- 120 Tapers, assorted sizes.
- 12 Flat Drills " "

- 1 #3 Little Giant Chuck
- 1 Whitten Chuck 9" 4 jaws, independent.
- 1 Jacobs Drill Chuck 1"
- 1 Jacobs " " $\frac{1}{2}$ "
- 1 Little Giant Chuck, 1"
- 1 Jacobs Drill " $\frac{1}{2}$ "
- 1 " " " $\frac{5}{16}$ "
- 1 4 jawed Whitten Chuck 12" independent.
- 1 Little Giant Chuck $\frac{1}{2}$ "
- 1 Universal Chuck 6" 3 jaw.
- 1 Circular Planer Shoe.
- 1 Milling Machine device.
- 1 Lot Planer Bolts, straps and parallels.
- 1 set Planers centres.
- 35 Forged Planer nuts.
- Counter sinks and reamers for welt machine.
- 1 Drill jig for turning machine.
- 4 die stocks and 10 dies.
- 1 Tap Wrench.
- 14 Lathe Dogs
- 1 set steel letters $\frac{1}{2}$ "
- 1 set steel figures.
- 8 bars cold rolled steel, assorted sizes.
- 75 lbs. G I B stock $\frac{3}{8}$ x $\frac{1}{16}$.
- 1 Splining bar and splining jig.
- 1 Breast Drill
- 1 Drill jig for Stitchers.
- 1 Hand Forge
- 1 Anvil.
- 1 Set Tongs
- 5 Iron Pulleys
- 1 wood Pulley
- 1 lot cams cutting attachment patterns.
- 1 Chest drawers on top floor containing several lots of finished parts for Unioned Edge Setter, etc.
- Odds and ends of old screws, 3 drawers.

45 cap screws $\frac{5}{8}$ x $2\frac{1}{2}$ Hex.

30 " " $\frac{1}{2}$ x $2\frac{1}{2}$ Hex.

40 " " assorted sizes

2 drawers containing lot of bolts and nuts, assorted lengths and sizes.

85 Back Gauge spring studs #1063.

155 Shoulder Screws #S 2 1863.

93 Studs #434

104 S L #1862.

92 S L 395

91 S L 991

88 Cam Rolls #R. L. 286

73 " " " " 94

53 " " " " 356

49 " " " " 253

99 Shoulder Screws S 2 1078

89 Studs 361

89 Nuts #2 101

73 Screws S.L. 1076

49 Screws S.L.

87 Screws S.L. 383

45 Studs S.D.L. 357

86 Studs 407

57 Screws

46 Rock Plates

Lot of parts for turn sewing machine contained in set of drawers for that purpose.

1 Rapid Stitcher and Bobbin Winder.

1 Welter Turn Machine — Bresnahan.

1 Bresnahan Heel Finishing Machine.

2 roll top desks.

1 Flat top desk

2 Swivel chairs

3 office chairs

1 safe

1 clock, Bay State

- 1 McKay Turn Sewing Machine
- 1 Embossing Machine
- 1 Grinding Machine
- 2 Emerson Heel Finishing Machines
- 1 3 ft. Brush Finishing Shaft.
- 1 Partial Set of patterns for Rapid Stitcher.
- 1 complete " " " " Turn Sewing Machine
- 1 " " " " " Bed Lasting Machine
- 1 " " " " " Heel Finishing Machine
- Lot of patterns for improved cam pattern attachment.
- 1 spiral monogram machine
- 1 Tripp Giant Leveler Heeling Machine
- 1 Bresnahan Leveler
- 1 set patterns for beating out lasts and forms, not complete
- 1 chest of drawers containing special screws for turn sewing machine, part of which is itemized on previous page.
- 3 Heel Finishing Machines, complete.
- 1 complete Bed Lasting Machine (latest model.)
- 1 experimental " " (incomplete.)
- 1 New Shank Tacking Machine, partly finished.
- 1 Boston Tacking Machine
- 1 Corrugated Tacker.
- 1 Loose Nailer, not complete.
- 1 Loose Nailer Post
- 1 Continental Lasting Machine
- 1 Lot shafting, hangers, belting and pulleys, not including jack shaft and electric motor.
- 1 lot bench vises
- Lot small miscellaneous articles to be taken in detail being too small to count up at the present time.

PLAINTIFF'S EXHIBIT 145.

[Put in Evidence, page 599.]

[Letter-Head of C. P. Stanbon & Co.]

270 Broad Street, Lynn, Mass., April 22, 1911.

Received from United Shoe Machinery Company One Hundred Twenty two thousand Seven hundred and Thirty five and 82/100 (\$122735.82) in full of purchase price for business property goodwill as per instruments executed this day. Other instruments to be executed if called for. The bond for \$5000 referred to in agreement of May 29, 1905 between the undersigned and Manufacturers Machine Co. is hereby cancelled and released.

CHAS. P. STANBON.

Know all Men by these Presents :

That I, Charles P. Stanbon, of Lynn, in the County of Essex and Commonwealth of Massachusetts, heretofore engaged in the business of manufacturing and dealing in and with machinery, tools, mechanisms, parts, devices, findings, supplies, and things for use in the manufacture of footwear (hereinafter referred to as "shoe machinery") under the firm name and style of Charles P. Stanbon & Company, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to me in hand paid by the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, and having a usual place of business in Boston, Massachusetts, (hereafter called the "United Company"), the receipt whereof is hereby acknowledged, have sold and do hereby sell, assign, transfer, set over, and deliver to the said United Company all my said business together with the good-will thereof and all stock on hand raw, wrought or in process of manufacture, machinery, tools, mechanisms, parts, devices, supplies, findings, and things, all manufacturing equipment, leases, contracts, and other agreements which I now have or in which I have any beneficial interest, office furniture and equipment, inventions, improvements, Letters Patent, application for Letters Patent (of the United States and other countries)

and all interests and rights therein, thereunder or thereto which I now own or which I have any right to acquire or take over, convey or cause to be conveyed in or relating to shoe machinery and any and all inventions, improvements, Letters Patent, applications for Letters Patent (both of the United States and other countries) interests and rights which I may at any time hereafter so long as in the employ of the United Company make, own, acquire or have any right by agreement or otherwise to take over, convey or cause to be conveyed in, relating or pertaining to shoe machinery, all jigs, tools, special tools, patterns, blue-prints and drawings, and any and all other property forming a part of, used in or accessory to, or in any way relating or pertaining to said business and particularly, all and singular the property referred to in an appraisal made by Harry I. Illingworth of said Lynn, copies of which are now in my possession and in the possession of the said United Company.

To have and to hold all and singular the property, interests and rights hereby conveyed to the said United Shoe Machinery Company, its successors and assigns to its and their own use and behoof forever.

And for the same consideration I do hereby covenant with and warrant to the said United Shoe Machinery Company that I am the true and lawful owner of all the property, interests and rights hereby conveyed; that I have good right to sell and assign the same as aforesaid; that the same are free from any and all encumbrances and that I will and my heirs, executors and administrators shall warrant and defend the same to the said United Shoe Machinery Company, its successors and assigns against the lawful claims and demands of all persons.

And for the same consideration I, the said Stanbon, do hereby covenant and agree to and with the said United Company that I will not at any time so long as in the employ of the United Co., directly or indirectly, individually or in combination with another or others, as principal, partner, agent, owner, manager, employee, or representative or as stockholder or officer of the corporation or otherwise, in any way whatsoever, enter into or be engaged or

interested in, or financially or otherwise assist any other person, firm or corporation in entering into, engaging in, dealing in, developing or carrying on any business which consists in whole or in part of, or relates or pertains in any way to manufacturing or dealing in shoe machinery, or which will in anywise compete or interfere with the business of the said United Company, its successors or assigns.

And for the same consideration I, the said Stanbon, do hereby covenant and agree to and with the said United Company, that I will promptly disclose to the said United Company, its officers, attorneys or patent solicitors, any and all inventions, improvements, Letters Patent, applications for Letters Patent, (of the United States and of all other countries) and interests or rights therein, thereunder or thereto, which I now own or control or have any right by agreement or otherwise to acquire, take over, convey or cause to be conveyed, in or relating or pertaining in any way to shoe machinery, will repeat such disclosures and fully explain the same as often as may be requested, and that I will and my heirs, executors and administrators shall perform or cause to be performed all such acts and will execute or cause to be executed any and all such applications, specifications, powers of attorney, assignments or other instruments in such manner and form as the said United Company or its counsel for the time being shall deem proper to obtain the grant of Letters Patent of the United States and of any and all other countries where it may be desired to obtain Letters Patent covering the inventions and improvements, or any of them, hereby conveyed or provided to be conveyed, and to fully and completely vest and confirm in the said United Company, its nominee or nominees, so far as is within my power or the power of my heirs, executors or administrators, full and complete right, title and interest in, to and under all such inventions, improvements, Letters Patent, applications for Letters Patent, property, interests and rights, hereby conveyed or provided so to be, and to enable the said United Company to secure and enjoy the full benefits and advantages thereof.

In Witness Whereof I, the said Charles P. Stanbon, have here-

unto set my hand and seal this twenty-second day of April, A. D. 1911.

CHAS. P. STANBON [SEAL]

Commonwealth of Massachusetts.

Essex, ss.

Lynn, April 22, 1911.

Then personally appeared the above named Charles P. Stanbon, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. Before me,

[SEAL]

Harold G. Donham, Notary Public

PLAINTIFF'S EXHIBIT 146.

[Put in Evidence, page 726.]

UNITED SHOE MACHINERY CO.

Albany Building
205 Lincoln Street
Boston, Mass.

To the Lessees of the United Shoe Machinery Company:—

When the United Shoe Machinery Company was organized in 1899, it adopted this comprehensive policy: "To furnish a better service and equipment year by year at a constantly diminishing expense to its lessees."

To this policy it has consistently adhered in spite of the fact that the world was then entering on a period of high prices which has lasted ever since. While the leather and labor which go into the making of a shoe have grown more and more costly, there has been a steady decline in the cost to manufacturers of the machinery and supplies which the Company has provided.

It has furnished its lessees with the very best equipment attainable.

It has substituted improved machines for those which have become out of date.

It has substantially done away with payments for installation of machines.

It has reduced its rentals and royalties, sometimes directly, sometimes indirectly by furnishing auxiliary machines without additional royalty charge.

It has increased the number of its branch offices and the extent and efficiency of the service and assistance rendered to its lessees by its experts.

In order promptly to meet the requirements of its lessees and so give them a better service, it has increased its factory facilities from year to year and has just begun to build an addition containing more than two acres of floor space.

By reason of its large expenditures and investments, far in excess of the ability of any small corporation to make, it is to-day serving its customers, and through them the public, more effectively than would have been thought possible at the time of its formation; yet with less expense to manufacturers than ever before in the history of the trade.

The organization of the Company in 1899 resulted almost immediately in the lowering of the average royalty per pair paid by manufacturers who prior to its organization would have leased the same number and kind of machines from the different constituent companies out of which the United Shoe Machinery Company was formed. In no instance since that time have the average rates of royalty been raised, although the Company has expended several million dollars in improving the machines with which its lessees have been supplied, and, without additional royalty charge, has placed in factories numerous auxiliary machines. The average royalty direct and indirect now received by the Company for all classes of shoes is less than 2½ cents per pair; and, in fact, an average payment of 2½ cents per pair will cover the entire cost to shoe manufacturers of the mechanical equipment furnished by the Company, including all charges for depreciation, for the constant employment by the Company of the best experts of the world in the care and maintenance of machines and the instruction of operators, and of a large corps of inventors exclusively engaged in developing and improving machines. The Company keeps the entire outfit of the manufacturer at the highest point of efficiency

daily and hourly and places at his disposal all its facilities for that purpose.

Every year since its formation the Company has expended from \$300,000 to \$750,000 in maintaining its corps of inventors in the Experimental Department, and in the purchase and development of new inventions.

Nearly one hundred new machines have been produced by the Company, all of them materially better than the machines formerly in use and sixteen of them performing operations which, before their introduction, required skilled hand workmen. By the use of these new machines and improved devices, manufacturers can save annually in cost of production an amount greater than the entire amount of royalties paid at the time the Company was organized. The "Ideal Clicking Machine" alone, which has recently been introduced and which does work hitherto done by hand, should enable the manufacturer using it to save a sum equal to the average royalty now paid for the use of all machines leased by him from the Company. The economies in labor resulting from the use of other new machines range from ten per cent to fifty per cent, and usually with a marked improvement in the quality of the work.

Immediately after its formation, the Company was confronted with a proposition to increase to its lessees the price of material used in the machines of the Metallic Department (the profit on which constitutes the rental and royalty received by the Company from the machines in this department) such an increase having been determined upon by one of its constituent companies which made and leased Metallic Machines and which, had it remained a separate organization, would have been compelled to resort to an increase in the price of wire and fastenings in order to meet a marked advance in the price of copper. The United Shoe Machinery Company, relying upon economies in other departments, was able to maintain the existing rates and assumed the increased cost of production without imposing any part of the increase upon its customers. The policy then adopted has been followed consistently ever since, regardless of the market price of materials, and in many individual instances the Company has found it possible to lower its charges.

In its General Department alone, for instance, there has been a reduction in the price of seven hundred and fifty-five commodities, comprising findings and shoemakers' supplies, averaging 25.6 per cent.

Thus the shoe manufacturers, and through them the public, have benefitted substantially from the magnitude and great diversity of the Company's business. The fact that several companies of limited scope, each confined in its work to a particular class of operations, were gathered into a single large company of ample range and abundant facilities capable of supplying to its customers a complete and perfect system of machinery, has been an unqualified advantage to the trade.

Initial charges for the installation of machines were almost universal prior to 1899. Such charges have been gradually abolished; to the obvious advantage of the manufacturer. For example:— Under the lease premium formerly in force, machines of the Goodyear Department, for making five hundred pairs of Goodyear Welt shoes per day, required an initial payment of \$2,845.00 for installation. Under the loan lease now in force, this payment has been replaced by a yearly rental of only \$106.00. There is a corresponding saving to the manufacturer in equipping his factory with machines of all other departments in which initial payments have been abolished. Substantially the last of these payments was removed recently, when the Company began to offer to its lessees machines of the General Department, on rental terms so low as merely to care for the items of depreciation and replacement, without yielding any return for its services in looking after the machines.

Benefits of a character similar to those enumerated have marked the course of the Company from the very beginning; but it has never been its purpose to confine within limits determined in advance, its ability to enhance the prosperity of the trade. Always recognizing that it has a common interest with its lessees and that its prosperity depends upon theirs, it has long had in contemplation the following plan, which, now that the elimination of initial charges has been effected, it is prepared to put into operation —

a plan which is in conformity with its established policy and which it believes will result in the expansion of its own business through the increased business of its customers.

Beginning with January 1, 1910, the Company will create a fund by investing each year, for three years, in the common stock of the United Shoe Machinery Corporation a percentage, increasing each year, of the amounts received from its lessees for the use of its Goodyear Welting, Goodyear Stitching and Goodyear Turn Sewing Machines in the United States, and will add to that fund from time to time the dividends which shall have been paid in the meantime upon such stock, or shares of the common stock of the Corporation purchased with such dividends. At the end of three years from that date it will distribute the entire amount of stock held in the fund among those lessees who use the Goodyear Welting, Goodyear Stitching and Goodyear Turn Sewing Machines in the United States and who shall have faithfully observed the covenants of their leases; each lessee of these classes of machines to receive a share of the entire fund proportionate to the amounts paid by him for the use of such machines.

The beneficial interest of each lessee in the stock held in the fund, while undistributed, shall not be assignable by his own act or by operation of law, or be subject to attachment on mesne process, execution, or any legal process, and in the distribution thereof the Company will only recognize the lessees and their executors and administrators as entitled to share therein.

In the determination of all questions which may arise concerning the said fund and the distribution thereof, the Company reserves to itself the right of final decision.

Of the amount received from the use of Goodyear Welters and Stitchers in the United States, during the year ending December 31, 1910, not less than fifteen per cent will be invested in accordance with the foregoing plan, and of the amount so received from the use of the Goodyear Turn Sewing Machines, not less than 10 per cent will be so invested.

By order of the Board of Directors,

S. W. WINSLOW, President.

Boston, Mass., June 10, 1910.

PLAINTIFF'S EXHIBIT 147.

[Put in Evidence, page 819.]

THE FOLLOWING STATEMENT BY CHARLES H. JONES APPEARED
IN THE SHOE AND LEATHER REPORTER, MAY 24, 1906.

The policy of the United Shoe Machinery Co. has not changed
since that time.

[From Shoe & Leather Reporter, May 24, 1906.]

Bill relating to Machinery Leases — Many Interesting Points
brought out in the Interview with Charles H. Jones, President
of the Commonwealth Shoe and Leather Company.

Charles H. Jones, President of the Commonwealth Shoe and
Leather Company, of Boston, with factories at Whitman, Mass.,
and in Maine, in an interview concerning the bill now before the
Massachusetts Legislature, numbered 1297, in relation to the lease
of machinery, alleged to be directed against the United Shoe Ma-
chinery Company, said :

"My attention was called especially to this bill yesterday morn-
ing by a neighbor, whose factories are not in the State of Mass-
achusetts, with the request that I read the bill carefully and see
where it was going to place Massachusetts manufacturers. Pre-
vious to that time I had only heard through newspaper reports that
such a bill had passed the House, and presuming that it would be
in some ways a benefit to the trade, had given it no further atten-
tion, but on looking it over with care it was soon apparent that
while it was probably directed against the United Shoe Machinery
Co. it would prove in fact, if passed, a serious blow to Massachu-
setts shoe manufacturers."

Replies of Mr. Jones to Questions Submitted.

"Q. Would it not be an advantage to the manufacturers if they
could obtain, by legislation, free competition in shoe machinery,
instead of the practical monopoly that is now understood to exist?
— A. Anything would undoubtedly be a benefit to the shoe trade
of Massachusetts that enabled them to obtain their shoe machinery

cheaper, or on more favorable terms, and if this bill was calculated to produce this result, you may be sure it would have the warmest support of all shoe manufacturers. Its actual result in practice, however, would be exactly the opposite.

"Q. To anyone not acquainted with the shoe business, this last statement seems very surprising. Would you mind explaining how it would operate against the interests of manufacturers here? — A. I shall be very glad to explain it, as I think every manufacturer in Massachusetts should be fully aware of the risk he is running if this bill becomes a law. If you will read the bill, you will find in substance that it forbids the United Shoe Machinery Co. from trying to bind, either by lease or by the giving of discounts, manufacturers to use their machinery exclusively. If this means anything, it means that if the United Shoe Machinery Co. sell or lease their machinery at prices so low, or on terms so favorable that manufacturers are compelled by their own interest to buy all their machinery of them, then under this law competing machinery manufacturers may show that such prices and discounts are unreasonable and force the company to advance them. If competition was to be promoted by causing some dealers to sell us our machinery on better terms, shoe manufacturers would be very glad to assist in passing the bill; but if present conditions are to be changed by compelling the United Shoe Machinery Co. to ask as much for their machinery as competing manufacturers see fit to ask, it means simply that we should have to pay more for our shoe machinery than we now pay, and we do not wish to have the State of Massachusetts force us, by law, to do any such thing. Of course, the word 'unreasonable' as applied to discounts on machinery or royalties is one which I cannot apply with any exactness, and so, of course, do not know what discount would be considered unreasonable and what would be considered reasonable; but I wish to obtain, both on machinery and royalties, the greatest possible discount, and do not want my privilege to do this to be curtailed by any law of the State.

"Of course, the proposed law would have no effect outside of the State of Massachusetts, and, if it should pass, the United Shoe

Machinery Co. would be undoubtedly put to some inconvenience and trouble in readjusting their leases to comply with the change in the law. It is inconceivable, however, that in its readjustment the manufacturers of Massachusetts would be allowed by them to obtain an advantage over the manufacturers in other States. The practical effect of the law would undoubtedly be this. The policy of the Machinery Co. would remain unchanged the world over, except in the case of Massachusetts. In this State we would be put to some disadvantage; how great or how little it is impossible for anyone to foresee today, but it is clearly evident that whatever inconvenience and increased expense the machinery company was caused by this bill, we manufacturers should have to pay.

"If that would be the result of the bill to shoe manufacturers, can you tell what interest is back of the bill? Who originated it and who is backing it for passage?—A. Of that I can only speak from hearsay. It is obvious that the only parties benefited would be the manufacturers of machinery who desire to compete with the United Shoe Machinery Co. The terms which the Machinery Co. have recently offered their patrons on certain lines of machinery are so liberal that the outsiders cannot compete. They apparently wish the company to be forced by law to change these terms to their level, and as the parties who would derive the benefit are usually the ones who cause the legislation, I think it is fair to assume that the statements which are publicly made, that the outside shoe machinery interests are back of this bill, are correct. It is certain that the shoe manufacturers, either individually or as a body, are not back of it. I personally never heard of it until after it had passed the House of Representatives, and in conversation with other manufacturers, during the past two days, have not found a single man who had ever been consulted, or, in fact, had any knowledge whatever in regard to it.

"Q. Is it not a fact, as claimed by the advocates of this bill, that the Shoe Machinery Co. is very arbitrary in its dealings with the shoe manufacturers, and that its large earnings are a heavy tax on the industry?—A. There are, undoubtedly, some clauses in the different leases which manufacturers are required to sign with the

Machinery Co. that give the impression that the company desires to bind the manufacturers, and limit them in their business action to an unreasonable extent. At the time of the organization of the Machinery Co. I resented very deeply what seemed to me the extreme and unfair advantage that they were taking of the power which they undoubtedly held over shoe manufacturers; but in the six or seven years, during which they have been in operation, I must say that I have waited in vain for any unfair or arbitrary use of this power on the part of the company; in fact, their dealings with us have been marked by more consideration than was formerly shown us by many of the constituent companies. It is a fact that must not be overlooked, that if the company is a despotism, it has been, up to this time, of the most benevolent type. It has actually reduced the prices on many of its machines; it has placed others in our hands on a rental system that has saved us a very large investment of capital; it has certainly given more faithful care and attention to the running of the machines and keeping them in order; and in our country factories, where we employ a large proportion of inexperienced help, they have given us more constant and faithful attention in instructing new operators, and in the supervision of the machinery under trying conditions, than we ever obtained from any of the constituent companies.

"Q. Has the charge for such service as you describe been increased over what you formerly paid?—A. I cannot say that it has. As far as I recall them, the royalties demanded by the company are the same, exactly in amount, that we have always paid. It is only fair to add that they have supplied us with many additional machines to do the minor parts of the work, without any charge at all. These machines have been of considerable value to us, both in the saving of labor and increasing the uniformity of the goods, and are such machines as would undoubtedly have cost us a round sum if the United Shoe Machinery Co. had not been in position to furnish them to us gratis.

"Q. The newspaper reports of the hearings at the Legislature made quite prominent the statement that exorbitant prices have been charged by the company for supplies. The prices of tacks

and nails in the open market and the price charged by the Shoe Machinery Co. were compared. Do these statements show the facts as they actually exist?—A. I did not see the statements, and so cannot answer that question; but if you wish to know whether the company is charging us an unfair price for tacks and nails, will say that this is entirely untrue. The royalty on some of their machines is derived from the price of the tacks and nails used on them; consequently, the price which they charge for the tacks and nails is certainly greater than the same thing could be bought in the market, for use by hand; but, as a matter of fact, the Shoe Machinery Co. charges us no more for tacks to-day than they did many years ago, when tacks in the open market were much cheaper than to-day; in fact, my impression is that they have actually reduced the price of tacks between 25 and 30 per cent., while every one knows that the cost of tacks and nails in the open market has advanced.

“Also in regard to eyelets, which they now manufacture extensively, we are paying them from 10 to 20 per cent. less than we formerly paid, although it is perfectly well known that the copper and spelter from which they are manufactured have advanced in price nearly 50 per cent. since 1899.

“Q. You do not seem to be one of the manufacturers who regard this trust as one of the burdens on the industry?—A. I must say that that is not my view to-day. I am by no means convinced that all their methods are the best, or that their policies might not be changed to make them more liberal in some respects; but I am very glad to say that the expectations I had of what was to be the result of this combination when it was formed have not been borne out by our experience. Up to this time, I do not believe any manufacturer who has been honest and straightforward in his dealings with the company can show any clear grievance against the company, or can make out the slightest case of crowding or coercion. On the contrary, I can say for ourselves, that the question of royalties and machinery, which was formerly one of the most vexatious and exacting departments of our business, has ceased to give us any concern at all. We were formerly

obliged to examine new inventions, and were forced to make experiments with machines for months at a time, with the result that we obtained more or less bad work and were put to much useless expense, and the thought and attention of our best men was given to deciding between the merits of the old and new. We were obliged to dicker and trade with every different manufacturer of machinery all the time with the moral certainty that somebody who had more time and attention to give to it would get a better bargain than we were able to obtain; and with it all there was an enormous and perpetual shrinkage on account of the changes made necessary by the introduction and adoption of machinery that was not thoroughly and satisfactorily developed before being placed on the market. To-day this is all changed. If we want a machine, we simply notify the company. Their agent confers with our foreman. The best machine known for doing the work is installed with little or no expense to us. We are obliged to pay a rental in some cases, which would amount to about the same as the yearly shrinkage in value of the machine if we had had to buy it, but the capital which we would formerly have been called upon to invest is still in our possession for use in our regular business. We are confident that we are getting the machine on as favorable terms as any competitor, and we are enabled to employ our own time and ability in the legitimate branches of our business, and we have not, up to this time, been obliged to pay as much for this privilege as we formerly paid, for the very much less satisfactory condition. It may be true that the Shoe Machinery Co. suppresses inventions, but my own experience with outside manufacturers during the past five or six years has gone quite a way toward convincing me that the outside inventor gets all the consideration from the company to which he is entitled. We have encouraged a few of them that we thought had good things, only to be sold out by them as soon as they could make a satisfactory trade with the company.

"I think it quite likely that the company buys and pays a good price for all that is valuable in the way of invention that is offered to them, and they certainly stand between the manufacturer and the inventor of crude and incomplete machines, and guarantee to us

that whatever is put on the market is a complete mechanical contrivance, capable of doing what they recommend. I have heard it stated that one of the strongest advocates before the Legislature for the passage of this bill was a man who had failed to force the Machinery Co. to pay him a salary of \$5,000 a year for services which were worth nothing like that amount. This is perhaps what they call suppressing invention.

"Q. In your opinion, would this bill be a serious blow to the Machinery Co. if passed?—A. It would certainly cause them some inconvenience, in readjusting their leases and royalties, to comply with the change in the law, but nothing can prevent a company which has machinery of such value as theirs from making arrangements with manufacturers who desire to use it, which will be profitable to them. This bill will certainly not prevent them from doing this. They will accomplish exactly what they accomplish now in another way, and the manufacturer will simply have to pay the cost of the change. If it should prove on the passage of this bill that manufacturers in other States were able to get their machinery on more favorable terms, we should certainly know of it, as we have two factories located in the State of Maine. The margin on shoes to-day is so small, that even a fraction of the royalty we pay would necessitate our removing our factories from Massachusetts to Maine, or some other State, and I can see no way in which such a result as this would be a benefit to Massachusetts or any of her people."

PART OF PLAINTIFF'S EXHIBIT 148.

[Put in Evidence, page 908.]

To the Boston Lasting Machine Co., 110 Lincoln Street.

Boston, Mass.

We hereby order and agree to accept Two of your Lasting Machines, and to pay One Hundred and Fifty Dollars each for the same in Thirty Days from the date of their delivery to us. We further agree to sign your Company's usual lease at the time of payment above stated.

If the above machines are reshipped from our factory to the Bos-

ton Lasting Machine Co. within thirty days from our receipt of the same, then this agreement shall be null and void.

PLAINTIFF'S EXHIBIT 148.

[Put in Evidence, page 903.]

License and Lease, No.

This Lease and Agreement made the *Fifteenth* day of *April* A. D. 1889, by and between the Boston Lasting Machine Company, a corporation incorporated under the laws of the State of Maine, Lessors, and parties of the first part, and *Selz Schwab & Co. doing business Cor. Superior & Larabe St, Chicago Ill.* Lessee and party of the second part, witnesseth that

Whereas, the Lessors are the owners of the following Letters Patent of the United States, viz: —

No. 246,437, August 30, 1881, to Erastus Woodward.

" 248,544, October 18, 1881, to Erastus Woodward.

" 248,553, October 18, 1881, to John O. Bond.

" 251,755, January 3, 1882, to Erastus Woodward.

" 251,756, January 3, 1882, to Erastus Woodward.

" 254,421, February 28, 1882, to Erastus Woodward.

" 254,621, March 7, 1882, to Joseph E. Crisp.

" 254,756, March 7, 1882, to Erastus Woodward.

" 264,247, September 12, 1882, to Joseph E. Crisp.

" 389,275, September 11, 1888, to Erastus Woodward.

And others.

And Whereas, The Lessees desire to use the hereinafter described machines belonging to the Lessors,

Now, Therefore, the Lessors, in consideration of One Dollar to them paid by the Lessee, the receipt whereof is hereby acknowledged, and in further consideration of the stipulations and conditions hereinafter contained on the part of the Lessees, to be kept and performed, do lease unto the Lessees, the machines designated by their numbers in the following schedule, the said machines embodying the foregoing named patents or some of them: —

Lasting Machine Number Fifty Two (52)

“ “ “ *Thirty Five (35)*

And the Lessors do hereby license the Lessees, and operatives in *Our* employment, to use said patented machines upon the terms and conditions herein set forth; provided, however, and this lease is made and this license granted on the express condition that the Lessees shall faithfully keep and perform all the conditions and stipulations herein contained on *Our* part to be kept and performed, and upon breach of the same or either of them by the Lessees, the Lessors may, at their option, cancel and terminate this lease and license, and upon written notice thereof by the Lessors or either of them, to the Lessees, or to any one in the possession of the machines, this lease and license shall terminate, and possession of said machines shall revert in the Lessors.

The following are agreed to as terms and conditions of the lease and license of said machines:—

First. The Lessees are by this lease and license authorized to use said machines only by *us*; or operatives in *Our* direct employ, and only in *Our Factory at Chicago Ill.*

We shall not add to nor subtract from said machines any mechanism whatever, nor make, nor allow to be made, any change or alteration in the same, without the written consent of the Lessors, and shall at all times, at *Our* own expense, keep and maintain said machines in substantially as good working order as the same are now in, or may hereafter be put in, by the Lessors.

Second. The lessors and their agents may, at all reasonable times, have convenient access to the machines to examine and inspect the same.

Third. The Lessees agree to require each laster to keep, in books to be furnished by this Company, a daily record of all the boots and shoes lasted, in whole or in part, upon or by the aid of any of the machines belonging to this Company, herein leased, or which may be in the possession of the Lessee, and to make oath to the correctness of said record when required so to do; and to permit the representatives of this Company, at all reasonable times, to inspect such daily records.

Fourth. The Lessees agree to pay to the Lessors, as rent or royalty for the machines hereby leased, or any one or more of them, and for the use of the patents hereby licensed, the sum of one cent for each and every pair of boots or shoes lasted by the aid of said machines, or any of them; provided, however, that in all cases when the Lessee shall remit or pay to the Lessors on or before the fifteenth day of each month, one half of a cent for each and every pair of boots or shoes thus lasted during the month preceding the month when such payment is made, and shall also have transmitted within the first five days of each month a true and accurate statement of the number of pairs of boots or shoes thus lasted in the month preceding, and shall have complied with all other conditions and requirements of this lease, then such payment of one half of a cent for each and every pair of boots or shoes shall be accepted in lieu of the full royalty of one cent per pair of boots or shoes thus lasted. And it is expressly understood that this abated royalty will not be accepted, except upon the conditions herein expressed.

Fifth. Said machines cannot be transferred, and this lease and license is not assignable by the Lessees by *their* own act or by operation of law.

Sixth. A transfer or removal of said machines can only be made with the written consent of the Lessors.

Seventh. All the rights and interests which, under this instrument and by reason of the ownership of said machines and patents and patent-rights belong to the Lessors, shall be deemed to belong to and may be enforced by the Lessors, their representatives and assigns, and all the stipulations binding on the Lessees shall be binding on his or their representatives.

Eighth. It is agreed that in case of the termination of this lease by written notice to the Lessees, as herein-before provided, and the taking possession by the Lessors of the machines herein leased, for breach of the conditions herein, the Lessors shall pay the Lessee the price paid to the Lessors for the possession of the machines under this lease, deducting therefrom

1st. Twenty per cent. for deterioration.

2d. Whatever expenses the Lessors may have been to in setting up said machines in the factory of the Lessees, together with the cost of repairing such machines and putting them in good condition.

Ninth. This lease and license shall continue (provided the Lessees comply with the terms and conditions thereof) until the expiration of all the Letters Patent which the Lessees are hereby licensed to use or any extensions or renewals of the same, and upon the expiration thereof the Lessees shall deliver to the Lessors said machines in good order, natural wear and tear excepted, and the Lessees shall thereupon, if *they have* kept all the conditions of this lease, have the right to purchase said machines for the sum of One Dollar.

In witness whereof, the parties aforesaid have hereunto put their hands and seals the day and year first above written.

SELZ, SCHWAB & Co.

BOSTON LASTING MACHINE CO.

by G. H. P. Flagg, Treas.

[On back:]

Lessee, Selz, Schwab & Co.

Date April 15 1889

No. of Machines.

52 No. Fifty Two

35 No. Thirty Five

Boston Lasting Mach Co.

PLAINTIFF'S EXHIBIT 149.

[Put in Evidence, page 905.]

Goodyear Department.

[Form M. G. A., 1-205.]

Lease and License Number 5053 "J".

Full Set.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *fourth* day of *April* 1905, between the United Shoe Machinery Company, a corporation organized under the laws of the State of Maine, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Selz, Schwab and*

Company of Chicago in the State of *Illinois*, hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines known as "Goodyear Department" machinery now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz. : —

SCHEDULE OF MACHINES.

Goodyear Welt and Turn Shoe Machine, No.

Goodyear Universal Inseam Sewing Machine, No.

Goodyear Bobbin Winder (Universal), No.

Goodyear Outsole Rapid Lockstitch Machine, No.

Goodyear Bobbin Winder (Rapid), No.

Extension Edge Attachment (A), No.

Extension Edge Attachment (B), No.

Welt Beveling Attachment, No.

Goodyear Welt Grooving and Beveling Machine, No.

Goodyear Welt Splitting Machine, No.

Goodyear Channeler, $\left\{ \begin{array}{l} \text{Turn} \\ \text{Insole} \\ \text{Outsole} \end{array} \right\}$ No.

Goodyear Universal Welt Beater, No.

Goodyear Welt Beating and Slashing Machine, No.

Goodyear Universal Shank Skiving Machine, No.

Goodyear Universal Inseam Trimming Machine, No.

Goodyear Universal Rounding and Channeling Machine, No.

879,

Goodyear Channel Opening Machine, No.

Goodyear Automatic Sole Leveling Machine, No.

Goodyear Rotary Sole Laying Machine, No.

Hadaway Stitch Separating Machine, No.

Goodyear Channel Laying Machine, No.

Goodyear Flexible Sole Machine, No.

Goodyear Moulding Machine, No.

Goodyear Turn Shoe Trimming Machine, No.

Goodyear Lip Turning Machine, No.

Goodyear Improved Sole Laying Machine, No.

Goodyear Shank Welt Skiving Machine, No.

Goodyear Forepart Turning Machine, No.

Goodyear Heel Turning Machine, No.

and any duplicate parts, extras, mechanisms and devices, relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor, (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Chicago*, in the State of *Illinois*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the

result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determinē, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor

such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The leased machinery shall be used only in the manufacture of boots, shoes and other footwear, known in the trade as "Goodyear Welts," which are or shall be welted and the soles stitched on welt sewing and stitching machines hereby, or by other instrument, heretofore or hereafter, leased to the lessee by the lessor or its assignor, or in the manufacture of boots, shoes or other footwear, known in the trade as "Goodyear Turns," the soles of which are or shall be attached to their uppers by turn sewing machines hereby, or by other instrument, heretofore or hereafter, leased to the lessee by the lessor or its assignor. The lessee shall use all Goodyear Welt and Turn Shoe Machines, Goodyear Universal Inseam Sewing Machines and Goodyear Outsole Rapid Lockstitch Machines hereby leased or held by him under other lease or license or agreement from the lessor, whether as the result of assignment to the lessor or otherwise, to their full capacity, limited only by the number of welted or turned boots, shoes and other footwear made by or for him.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of *three hundred* Dollars and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the rental or royalty set forth in the following schedule for each pair of boots, shoes or other foot-

wear or portions thereof manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part by the aid of the leased machinery or any part thereof: —

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR WELTS
AND TURNS.

	Sizes		Welts.	Turns.
	From No.	To No.		
Children's . . .	1	10½ inclusive.	3 cents.	1 cent.
Misses' . . .	11	2 " "	4 " "	1½ cents.
Women's . . .	2½	and over.	6 " "	1½ " "
Youths' . . .	9	13½ inclusive.	4 " "	1½ " "
Boys' . . .	1	5 " "	6 " "	1½ " "
Men's . . .	5½	and over.	8 " "	1½ " "

provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will, in consideration of such prompt payment, grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen the lessee shall immediately by writing notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the

lessor as rent or royalty, without the right to any discount, eight cents per pair for each pair of boots, shoes and other footwear, or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number and kind of boots, shoes, and other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear, or portions thereof, made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep, upon blanks or blank books to be furnished by the lessor, accurate daily records of the number and kind of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath and shall also furnish any further information called for by said blanks or blank-books; and the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and, in case in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of the fact, on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively welt sewing and outsole stitching machinery held by him under lease from the lessor, in the manufacture of all "welted" boots, shoes, or other footwear made by or for him, the welts or soles of which are sewed by the aid of machinery, or shall fail or

cease to use exclusively turn sewing machinery held by him under lease from the lessor in the manufacture of all "turn" boots, shoes or other footwear, the soles of which are sewed by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other lease or license of "Goodyear Department" machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all "Goodyear Department" machinery held by the lessee under lease or license from the lessor or its assignor shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein pro-

vided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the

leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

SELZ, SCHWAB & Co.,

Emanuel F. Selz, Third Vice Prest.

UNITED SHOE MACHINERY Co. [SEAL]

L. H. Baker, Secretary

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

Number.	Date.	Number.	Date.
393,215	November 20, 1888.	579,205	March 23, 1897.
393,216	November 20, 1888.	579,206	March 23, 1897.
412,703	October 8, 1889.	579,207	March 23, 1897.
412,704	October 8, 1889.	579,231	March 23, 1897.

424,966	April 8, 1890.	580,746	April 13, 1897.
429,065	May 27, 1890.	580,773	April 13, 1897.
435,882	September 2, 1890.	582,510	May 11, 1897.
435,883	September 2, 1890.	583,522	June 1, 1897.
436,034	September 9, 1890.	583,968	June 8, 1897.
442,770	December 16, 1890.	584,038	June 8, 1897.
453,999	June 9, 1891.	584,039	June 8, 1897.
456,041	July 14, 1891.	590,597	September 28, 1897.
460,526	September 29, 1891.	590,831	September 28, 1897.
461,793	October 20, 1891.	594,810	November 30, 1897.
463,967	November 24, 1891.	595,764	December 21, 1897.
463,982	November 24, 1891.	598,727	February 8, 1898.
473,870	April 26, 1892.	599,602	February 22, 1898.
474,774	May 10, 1892.	600,883	March 22, 1898.
483,393	September 27, 1892.	607,404	July 12, 1898.
487,214	November 29, 1892.	609,100	August 16, 1898.
488,505	December 20, 1892.	610,314	September 6, 1898.
488,508	December 20, 1892.	610,315	September 6, 1898.
488,591	December 27, 1892.	620,205	February 28, 1899.
488,841	December 27, 1892.	622,460	April 4, 1899.
495,452	April 11, 1893.	625,633	May 23, 1899.
500,060	June 20, 1893.	627,034	June 13, 1899.
505,598	September 26, 1893.	627,035	June 13, 1899.
507,873	October 31, 1893.	630,338	August 30, 1899.
510,127	December 5, 1893.	633,836	September 26, 1899.
511,263	December 19, 1893.	635,015	October 17, 1899.
514,364	February 6, 1894.	635,772	October 31, 1899.
514,741	February 13, 1894.	637,225	November 21, 1899.
518,911	April 24, 1894.	638,010	November 28, 1899.
520,020	May 15, 1894.	640,063	December 26, 1899.
529,900	November 27, 1894.	644,571	March 6, 1900.
533,301	January 29, 1895.	644,654	March 6, 1900.
536,338	March 26, 1895.	651,406	June 12, 1900.
536,352	March 26, 1895.	652,908	July 3, 1900.
537,823	April 23, 1895.	653,227	July 10, 1900.
540,222	May 28, 1895.	653,236	July 10, 1900.

540,223	May 28, 1895.	664,405	December, 25, 1900.
540,438	June 4, 1895.	665,376	January 1, 1901.
540,616	June 4, 1895.	666,823	January 29, 1901.
541,988	July 2, 1895.	667,086	January 29, 1901.
542,813	July 16, 1895.	668,635	February 26, 1901.
543,012	July 23, 1895.	670,195	March 19, 1901.
546,211	September 10, 1895.	675,783	June 4, 1901.
546,851	September 24, 1895.	677,315	June 25, 1901.
546,852	September 24, 1895.	677,550	July 2, 1901.
548,309	October 22, 1895.	682,315	September 10, 1901.
549,125	November 5, 1895.	684,359	October 8, 1901.
549,126	November 5, 1895.	684,537	October 15, 1901.
549,471	November 5, 1895.	684,538	October 15, 1901.
553,948	February 4, 1896.	684,540	October 15, 1901.
553,949	February 4, 1896.	686,011	November 5, 1901.
555,547	March 3, 1896.	686,371	November 12, 1901.
555,548	March 3, 1896.	11,951	(Re.) Nov. 26, 1901.
557,744	April 7, 1896.	687,719	December 3, 1901.
558,379	April 14, 1896.	688,411	December 10, 1901.
558,380	April 14, 1896.	690,422	January 7, 1902.
558,381	April 14, 1896.	691,903	January 28, 1902.
558,382	April 14, 1896.	692,401	February 4, 1902.
558,888	April 21, 1896.	694,367	March 4, 1902.
559,314	April 28, 1896.	699,679	May 13, 1902.
11,538	(Reissue) May 12, 1896.	700,913	May 27, 1902.
560,705	May 26, 1896.	704,457	July 8, 1902.
560,976	May 26, 1896.	704,458	July 8, 1902.
561,386	June 2, 1896.	705,062	July 22, 1902.
563,471	July 7, 1896.	705,063	July 22, 1902.
563,472	July 7, 1896.	706,038	August 5, 1902.
564,379	July 21, 1896.	706,045	August 5, 1902.
564,883	July 28, 1896.	712,669	November 4, 1902.
11,578	(Re.) December 8, 1896.	718,199	January 13, 1903.
573,068	December 15, 1896.	719,584	February 3, 1903.
573,069	December 15, 1896.	732,729	July 7, 1903.
11,587	(Re.) February 2, 1897.	759,273	May 10, 1904.

576,114	February 2, 1897.	763,620	June 28, 1904.
579,146	March 23, 1897.	781,596	January 31, 1905.
563,487	July 7, 1896.	781,628	January 31, 1905.

[On back:]

United Shoe Machinery Company.
 Goodyear Department.
 (Lease Premium.)
 Lease No. 5053 "J"
 Selz, Schwab & Co. Lessee.
 Date, April 4 1905.
 Machines.
 U. R. & C. 879.

PLAINTIFF'S EXHIBIT 150.

[Put in Evidence, page 922.]

[NOTE BY CLERK. This exhibit is a list of machinery in the three factories of the Commonwealth Shoe Company dated November 1, 1911, produced by Charles H. Jones, during his examination, but is not here printed as it has been withdrawn to be corrected.]

PLAINTIFF'S EXHIBIT 151.

[Put in Evidence, page 927.]

Boston, Massachusetts, February 15, 1899.

To the Stockholders of the McKay Shoe Machinery Company :

The undersigned, Directors of the McKay Shoe Machinery Company, have entered into an agreement with the United Shoe Machinery Company for the exchange of the stock of the McKay Shoe Machinery Company for shares of the United Shoe Machinery Company, upon the basis of \$5.50 of the preferred stock and \$5.50 of the common stock of the United Shoe Machinery Company for each share of the McKay Shoe Machinery Company, so that the stockholders of the McKay Company will receive \$11 of the stock of the United Company (half common and half preferred) for each share of the capital stock of the McKay Company held by them.

The United Shoe Machinery Company has been organized under the laws of New Jersey with an authorized capital of 1,000,000

shares, one half six per cent preferred stock and one half common stock. The par value of both common and preferred shares is \$25, and the common and preferred shares have equal voting power.

The United Company has contracted for the purchase of a majority of the stock or the purchase outright of the following companies:—

McKay Shoe Machinery Company; Consolidated & McKay Lasting Machine Company; Goodyear Shoe Machinery Company; International Goodyear Shoe Machinery Company; Goodyear Shoe Machinery Company of Canada; Eppler Welt Machine Company; International Eppler Welt Machinery Company; Davey Pegging Machine Company.

The entire floating debts of the above companies will be paid, and there will remain in the treasury of the new company, after acquiring the above-named companies, at least \$500,000 in cash, and 150,000 shares of the preferred and 150,000 shares of the common stock.

Stockholders of the McKay Shoe Machinery Company who desire to exchange their stock in the McKay Company for stock in the United Company must assign at once to the United Shoe Machinery Company their certificate or certificates of shares in the McKay Shoe Machinery Company, and deliver said certificates to James W. Brooks, 76 Lincoln Street, Boston, Mass., and the proper amount of stock in the United Company will be returned in exchange for the shares thus assigned and delivered.

No certificates and no receipts will be issued for fractions of shares, but fractions of the stock in the United Company will be paid for in cash at par, and checks for such fractions of shares will be sent to shareholders with the new certificates.

The officers of the United Shoe Machinery Company are as follows:—

Sidney W. Winslow, President; John H. Hanan, Vice-President; Wallace F. Robinson, Vice-President; Orlando E. Lewis, Vice-President; George W. Brown, Treasurer and General Manager; Lewis H. Baker, Secretary.

Directors: Louis D. Brandeis, Josiah H. Clark, George E.

Keith, Orlando E. Lewis, Rudolph Matz, Gordon McKay, James J. Storrow, Wallace F. Robinson, George W. Brown, Sidney W. Winslow, William H. Coolidge, William S. Eaton, Edward P. Hurd, Samuel Weil, Frederick G. King, Charles H. Cole, John H. Hanan, William Barbour, Edwin H. Mathewson, Elmer P. Howe, Alfred R. Turner, Jr.

Executive Committee: William Barbour, George W. Brown, Elmer P. Howe, Edward P. Hurd, James J. Storrow, Sidney W. Winslow.

As the United Shoe Machinery Company expects to begin at once the payment of dividends at the rate of 6 per cent per annum on the preferred stock, and 8 per cent per annum on the common stock, it will be seen that the annual return upon the \$11 of the new stock received for each share in the McKay Company will be 77 cents, instead of the 60 cents per share which is the present annual dividend paid upon each share of the McKay stock.

The undersigned have agreed to exchange all the stock in the McKay Company which they hold personally, and recommend the other stockholders in the McKay Shoe Machinery Company to also exchange their shares, for shares in the United Shoe Machinery Company, because they believe that not only will shareholders receive an increase in dividends, but that the dividends will be rendered more permanent and more secure in the future.

JAMES W. BROOKS.
LOUIS D. BRANDEIS.
JOSIAH H. CLARK.
GEORGE E. KEITH.
ORLANDO E. LEWIS.
RUDOLPH MATZ.
GORDON MCKAY.
F. F. RAYMOND, 2d.
JAMES J. STORROW.

PLAINTIFF'S EXHIBIT 152.

[Put in Evidence, page 928.]

Boston, Mass., February 8, 1899.

To the Stockholders of Goodyear Shoe Machinery Company :

The great advantages to be secured by the control in one corporation, both in the United States and in foreign countries, of the most efficient types of shoe machinery, have been for several years recognized by the officers of the principal shoe-machinery companies. For more than a year your Directors and large shareholders have been in negotiation to accomplish this end.

After a thorough investigation of the financial condition and the business of the shoe-machinery companies named below, the organization of a corporation has been effected under the laws of the State of New Jersey, to be known as

United Shoe Machinery Company.

This corporation has an authorized capital stock of \$25,000,000, divided into shares of the par value of \$25 each. \$12,500,000 of the capital stock will be preferred stock, entitled to cumulative quarterly dividends at the rate of 6 per cent. per annum.

The remaining \$12,500,000 of the authorized capital stock will be common stock.

The shares of preferred and common stock will have equal voting power.

Application will be made to list the shares of the United Company on the Boston and New York Stock Exchanges.

Only \$8,625,000 of preferred stock and \$8,625,000 of common stock will be issued at present.

The United Shoe Machinery Company has already contracted for more than a majority of the capital stock of

Goodyear Shoe Machinery Company,
Consolidated & McKay Lasting Machine Company,
McKay Shoe Machinery Company,
Goodyear Shoe Machinery Company of Canada.
International Goodyear Shoe Machinery Company,
Eppeler Welt Machine Company,

1097

International Eppler Welt Machine Company,
Davey Pegging Machine Company,

besides stocks in other shoe-machinery companies, letters patent and other property.

The United Company will also from time to time acquire other shoe-machinery properties, either by direct ownership or by purchase of shares of their stock.

A syndicate has been formed which will take common and preferred stock, in equal amounts, of the United Shoe Machinery Company, at par, sufficient to pay the floating debts of the corporations above mentioned, and leave at least \$500,000 in cash as working capital in the new company. The syndicate will assume and pay all the expenses of the organization of the new company.

The United Company will issue for the acquisition of the entire capital stock of the corporations above named, for the payment of the floating debt of these corporations and providing a conservative working capital, and for the payment of expenses of organization and acquirement of said properties :

Cumulative preferred six per cent. stock	.	.	\$8,625,000
Common stock	.	.	8,625,000
Total	.	.	<u>\$17,250,000</u>
It will require to pay quarterly dividends at six per			
per cent. on the preferred stock	.	.	\$517,500
To pay eight per cent. dividends on the common			
stock	.	.	<u>690,000</u>
			\$1,207,500

The net earnings of the above companies for 1898 were in excess of \$1,600,000, and it is confidently believed that from the start the new company will, by reason of economies in administration alone, earn a much larger sum.

Arrangements have been made whereby the
American Loan and Trust Company,
53 State Street, Boston, Mass.

will issue in exchange for One Share of the stock of the Goodyear

Shoe Machinery Company, Eight Tenths (8/10) of a share of the fully-paid and non-assessable Preferred Stock of the United Company, and Eight Tenths (8/10) of a share of the fully-paid and non-assessable Common Stock of the United Company (or for 100 shares of Goodyear stock, 80 shares of preferred and 80 shares of common stock of the United Company), provided that certificates of said Goodyear stock are presented on or before March 1, 1899, to said Trust Company, duly endorsed or assigned to United Shoe Machinery Company, and with proper revenue stamps affixed and canceled.

Scrip will be issued for fractions of shares.

In the event of delay in issuing the engraved certificates of the United Company, temporary certificates will be issued, exchangeable for the engraved certificates when issued.

Fifty cents per share will be paid to those holders of Goodyear shares, who exchange for shares of the United Company, on or before February 18, 1899, to compensate them for the usual dividend of the Goodyear Company, payable February 23, 1899.

The United Company intends to declare regular quarterly dividends at 6 per cent. on its preferred stock and at least at 8 per cent. on its common stock, beginning April 1, 1899.

All the members of the present board of Goodyear Directors will be Directors in the United Company.

The undersigned, being all the Directors of Goodyear Shoe Machinery Company, believe that the United Shoe Machinery Company will show much larger net earnings than the aggregate net earnings of the several companies whose stock is to be acquired, by reason of increase in business, economies in administration and decrease in expenses, and cessation of litigation between the companies, which has been expensive to them and annoying to shoe manufacturers. They believe that these results can be attained without increase of cost to the users of machinery made by the Company and that better attention to the care of machines and assistance to the users can be afforded.

They confidently expect that the shares of the United Company will prove to be a more valuable and better-paying investment

than the stock in the Goodyear Company, and, having exchanged their stock in the Goodyear Company for stock in the United Company on the above-named basis, they recommend to Goodyear stockholders to likewise deposit and exchange their shares.

JOHN H. HANAN.

WILLIAM BARBOUR.

EDWIN H. MATHEWSON.

ELMER P. HOWE.

ALFRED R. TURNER, Jr.

PLAINTIFF'S EXHIBIT 153.

[Put in Evidence, page 929.]

Boston, Mass., February 18, 1899.

To the Stockholders of International Goodyear Shoe Machinery Company:

The organization of a corporation has been effected under the laws of the State of New Jersey, known as

United Shoe Machinery Company.

This corporation has an authorized capital stock of \$25,000,000, divided into shares of the par value of \$25 each. \$12,500,000 of the capital stock will be preferred stock, entitled to cumulative quarterly dividends at the rate of 6 per cent per annum.

The remaining \$12,500,000 of the authorized capital stock will be common stock.

The shares of preferred and common stock will have equal voting power.

Application will be made to list the shares of the United Company on the Boston and New York Stock Exchanges.

Only \$8,625,000 of preferred stock and \$8,625,000 of common stock will be issued at present.

The United Shoe Machinery Company has already contracted for more than a majority of the capital stock of

Goodyear Shoe Machinery Company,

Consolidated & McKay Lasting Machine Company,

McKay Shoe Machinery Company,

Goodyear Shoe Machinery Company of Canada,
 International Goodyear Shoe Machinery Company,
 Eppler Welt Machine Company,
 International Eppler Welt Machine Company,
 Davey Pegging Machine Company,

besides stocks in other shoe-machinery companies, letters patent and other property.

The United Company will also from time to time acquire other shoe-machinery properties, either by direct ownership or by purchase of shares of their stock.

A syndicate has taken common and preferred stock, in equal amounts, of the United Shoe Machinery Company, at par, sufficient to pay the floating debts of the corporations above mentioned and leave at least \$500,000 in cash as working capital in the new company. The syndicate will assume and pay all the expenses of the organization of the new company.

The United Company will issue for the acquisition of the entire capital stock of the corporations above named, for the payment of the floating debt of these corporations and providing a conservative working capital, and for the payment of expenses of organization and acquirement of said properties:

Cumulative preferred six per cent stock	.	.								\$8,625,000
Common stock	.	.	.	.	.	.	.	.	.	8,625,000
Total	.	.	.	.	.	.	.	.	.	<u>\$17,250,000</u>
It will require to pay quarterly dividends at six										
per cent on the preferred stock	.	.	.	.	.	.	.	.	.	\$517,500
To pay eight per cent dividends on the common										
stock	.	.	.	.	.	.	.	.	.	690,000
										<u>\$1,207,500</u>

The net earnings of the above companies for 1898 were in excess of \$1,600,000, and it is confidently believed that from the start the new company will, by reason of economies in administration alone, earn a much larger sum.

Arrangements have been made whereby the

American Loan and Trust Company,
53 State Street, Boston, Mass.,

will issue in exchange for One Share of the stock of the International Goodyear Shoe Machinery Company, Eight Dollars and Seventy-five Cents (\$8.75), at par, of the fully-paid and non-assessable Preferred Stock of the United Company, and Eight Dollars and Seventy-five Cents (\$8.75), at par, of the fully-paid and non-assessable Common Stock of the United Company (or for 100 shares of International Goodyear Stock, 35 shares of preferred and 35 shares of common stock of the United Company), provided that certificates of said International Goodyear stock are presented on or before March 1, 1899, to said Trust Company, duly endorsed or assigned to United Shoe Machinery Company, and with proper revenue stamps affixed and canceled.

Scrap will be issued for fractions of shares.

In the event of delay in issuing the engraved certificates of the United Company, temporary certificates will be issued, exchangeable for the engraved certificates when issued.

The United Company intends to declare regular quarterly dividends at 6 per cent on its preferred stock, and at least at 8 per cent on its common stock, beginning April 1, 1899.

It will be seen that the annual return upon the \$17.50 of the stock of the United Company received for each share in the International Goodyear Company will be \$1.22, instead of the present dividends of the International Company which amount to \$1.00 per year.

The officers of the United Shoe Machinery Company are as follows: —

Sidney W. Winslow, President; John H. Hanan, Vice President; Wallace F. Robinson, Vice President; Orlando E. Lewis, Vice President; George W. Brown, Treasurer and General Manager; Lewis H. Baker, Secretary.

Directors: Louis D. Brandeis, Josiah H. Clark, George E. Keith, Orlando E. Lewis, Rudolph Matz, Gordon McKay, James J. Storrow, Wallace F. Robinson, George W. Brown, Sidney W. Winslow, William H. Coolidge, William S. Eaton, Edward P. Hurd,

Samuel Weil, Frederick G. King, Charles H. Cole, John H. Hanan, William Barbour, Edwin H. Mathewson, Elmer P. Howe, Alfred R. Turner, Jr.

Executive Committee: William Barbour, George W. Brown, Elmer P. Howe, Edward P. Hurd, James J. Storrow, Sidney W. Winslow.

It is believed that the United Shoe Machinery Company will show much larger net earnings than the aggregate net earnings of the several companies whose stock is to be acquired, by reason of increase in business, economies in administration and decrease in expenses, and cessation of litigation between the companies, which has been expensive to them and annoying to shoe manufacturers, and that these results can be attained without increase of cost to the users of machinery made by the Company, and that better attention to the care of machines and assistance to the users can be afforded.

More than three-fourths

Many of the International Stockholders have already agreed to exchange their stock in the International Goodyear Company for stock in the United Company on the above named basis, and they recommend to other International Goodyear stockholders to likewise deposit and exchange their shares.

WILLIAM BARBOUR, President.

PLAINTIFF'S EXHIBIT 154.

[Put in Evidence, page 999.]

Lease premium leases ^{should} ~~are to~~ be written so ^{that each lease will} ~~as to~~ cover only the individual machine which is the subject of the lease and ^{should} ~~are~~ not to apply in any way to other machines or machinery which may be held by the lease.

Lessee ^{should} ~~are to~~ have the right to exchange existing leases for the type above referred to.

Lessees ^{should not} ~~shall not~~ be obligated in any way to use exclusively machines or machinery made ~~be~~, leased or sold by the ^{United} U.S. Shoe Machinery Company.

We recognize fully the great economic advantages possessed by you in the fact that you now enjoy practically a monopoly of the shoe machinery business — but we submit that your patrons should be permitted to share in these advantages, by you so modifying your charges for the service rendered, as to return only a fair amount on your invested capital.

PLAINTIFF'S EXHIBIT 153.

* [Put in Evidence, page 1031.]

St. Louis, June 14, 1911.

United Shoe Machinery Co., Boston, Mass.

Attention Mr. S. W. Winslow.

Gentlemen:—In the personal conversation between you and the writer when I was last in Boston, I stated there was nothing more that we could do in Boston, but in a short while we would write you about any conclusion that might be reached.

The shoe manufacturers are contemplating another meeting very soon. To take up the matter intelligently, some additional information is necessary. The result of our meeting in Boston was that you submitted to us —

1st. A memorandum separating the entire system into seven independent units.

2nd. You submitted figures relating to the machines now in use by the Roberts, Johnson & Rand Shoe Co., which figures would apply if the machines were installed under your proposed plan.

Are we to consider that the memorandum (in connection with the figures tabulated under the terms of the memorandum) was a definite proposal from the United Shoe Machinery Company; if so, what change, if any, in present royalty was contemplated?

Kindly advise me regarding the above, and oblige

Yours truly,

FCR-S

F. C. RAND, Sec'y.

PLAINTIFF'S EXHIBIT 156.

[Put in Evidence, page 1031.]

Boston, Mass., June 19, 1911.

Mr. F. C. Rand, Sec'y., Shoe Mfgs. Alliance, St. Louis, Mo.

Dear Sir: Replying to yours of the 14th inst I note your reference to the fact that when in Boston you stated that in a short while you would write me any conclusion which might have been reached, but that another meeting is contemplated very soon and that you desire further information.

You state that :

"the result of our meeting in Boston was that you submitted to us:

1st: a memorandum separating the entire system into seven independent units."

In order that there may be no misunderstanding, I understand this to mean :

1. Goodyear Machines, including auxiliaries ;
- 2nd. Rex Pulling-Over System, including auxiliary machines.
- 3d. Lasting Machines
- 4th Metallic Machines ;
- 5th Heeling Machines ;
- 6th Clicking Machines ;
- 7th General Department Machines.

In your letter you also state :

"2nd: you submitted figures relating to the machines now in use by the Roberts, Johnson & Rand Shoe Company which figures would apply if the machines were installed under your proposed plan."

And, you ask :

"Are we to consider that the memorandum (in connection with the figures tabulated under the terms of the memorandum) was a definite proposal from the United Company ; if so, what change, if any, in the present royalty was contemplated?"

In reply to your question I would say that no change in the present royalty was or is contemplated (excepting as explained to you in the substitute form of memorandum in reference to the Rex

Pulling-Over System and as stated therein). This was stated very fully to your Committee while in Boston.

No definite proposal was made to Roberts, Johnson & Rand.

Should, however, the manufacturers who were present at the conference express their approval of the plan which was submitted, I think there should be no difficulty in our making equitable arrangements by which Roberts, Johnson & Rand, and such other manufacturers as may desire to have the Company adopt the plan referred to, may re-arrange their leases in accordance with the basis of the memorandum.

Yours sincerely,

S. W. WINSLOW, Pres.

PLAINTIFFS EXHIBIT 157.

[Put in Evidence, page 1198.]

AGREEMENT BETWEEN DREW, SELBY & COMPANY AND THE UNITED SHOE MACHINERY CO.

In consideration of the sum of two thousand (2,000) dollars, to be placed to the credit of Drew, Selby & Company, on the books of the United Shoe Machinery Company, the two Bay State Turn Sewing Machines, now in the factory of Drew, Selby & Company, become the property of the United Shoe Machinery Company.

If at any time Drew, Selby & Company desire to use the Bay State inseamers or machines for the same purpose other than ours they are to refund to the United Shoe Machinery Company the two thousand (2,000) dollars allowed them in consideration of this agreement, upon payment of which the title in the two Bay State Machines reverts to Drew, Selby & Company.

The rate of royalty to be paid by Drew, Selby & Company on Goodyear Turn Inseamers not to exceed three quarters ($3/4$) of a cent per pair and the rate of royalty to be paid by Drew, Selby & Company on Hand Method Welt Lasting Machines to be five-eighths ($5/8$) of a cent per pair (except on misses' and children's, which will be one-half ($1/2$) of a cent per pair) ~~this reduction in Lasting royalty to depend upon the use by Drew, Selby & Company of the welt system of the United Shoe Machinery Company.~~

If Drew, Selby & Company use the United Shoe Machinery

Company's machines exclusively, the United Shoe Machinery Company agrees to refund to Drew, Selby & Company at the end of every quarter, the amount paid in royalty by Drew, Selby & Company on the Gem Insole Machinery during the preceding quarter of three months.

March 13, 1900.

(25 words erased before execution)

UNITED SHOE MACHINERY CO.

Geo. W. Brown, Treas.

DREW, SELBY & CO.

PLAINTIFF'S EXHIBIT 158.

[Put in Evidence, page 1364.]

UNITED SHOE MACHINERY COMPANY

President's Office.

Lincoln and Kneeland Sts.

S. W. Winslow, President.

[In lead pencil:] 3-3-04 Duplicate forwarded to Brandeis, Dunbar & Nutter to be served
3-4-04. H. G. D.

Boston, Mass., March 3, 1904.

Messrs. Peter Tessier & Co., Haverhill, Mass.

Gentlemen:— You are hereby notified that in the exercise of our rights in the premises we have elected to terminate all leases and licenses which have heretofore been granted to you covering machinery belonging to us, including herein specifically the following leases and licenses, viz:—

Metallic Department Lease and License, No. 803, dated April 6, 1901;

Metallic Department Lease and License, No. 803A, dated January 4, 1904;

Goodyear Department Lease and License, No. 5486, dated December 18, 1902;

and to terminate all right and privilege to use any of the machines belonging to us which have heretofore been delivered into your possession.

The said leases and licenses and said rights and privileges are accordingly hereby terminated, revoked and annulled; and we hereby forbid you to use or to permit the use by any other person of said machines or any of them hereafter, or to further use any of the patented inventions embodied in said machines and which by said lease and licenses you were authorized to use.

And we do further hereby demand that you forthwith deliver to us at our factory in Boston, Massachusetts, in accordance with your undertaking and agreement, all of such machines, including therein specifically the machines designated by name and number as follows, viz:—

Grip Slugging Machine, No. 777

Universal Slugging Machine, No. 2022

Knife Grinder, No. 5571

Goodyear Welt and Turn Shoe Machine, No. 417

Goodyear Turn Channelers, No. 742-2125

Goodyear Moulding Machine, No. 293

Very truly yours,

UNITED SHOE MACHINERY COMPANY,
S. W. Winslow, President.

PLAINTIFF'S EXHIBIT A FOR IDENTIFICATION.

[Put in Evidence, page 1488.]

Know all Men by these Presents:

That Whereas, as, Charles K. Fox, Edwin A. Webster and Charles R. Towle, of Haverhill, Massachusetts, are now, jointly or severally, the owners of certain interests in inventions relating to machinery and devices for attaching the heels of boots, shoes or other footwear made or acquired by us or one or more of us, and desire to sell to the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having a place of business at Boston, Massachusetts (hereafter called the "United Company") all present and further inventions heretofore or hereafter within a period of fifteen (15) years from the date hereof made, owned or acquired by us or by any of

us relating to heel attaching machinery and devices; and the said United Company desires to acquire the same and to secure the benefits of the covenants and agreements hereinafter set forth:—

Now, Therefore, this Instrument Witnesseth that in consideration of the sum of ten thousand dollars and other good and valuable considerations to us, the said Fox, Webster and Towle, and each of us, paid by the said United Company, the receipt of which we hereby acknowledge, we, the said Fox, Webster and Towle, and each of us, have sold and do hereby sell, assign, transfer and set over unto the said United Company, its successors and assigns, all inventions, improvements, Letters Patent, and applications for Letters Patent, of the United States and of any and all other countries, and all interests and rights in, to and under inventions, improvements, Letters Patent and applications for Letters Patent now had by us, or which we or any of us have any right by agreement or otherwise to acquire or take over, or which at any time hereafter within a period of fifteen (15) years from the date hereof we or any of us may make, own, acquire or have any right by agreement or otherwise to acquire or take over which consist of or relate to or are useful in machinery or devices for attaching the heels of boots, shoes or other footwear, including herein without prejudice to the generality hereof the following designated applications for Letters Patent of the United States, the inventions covered thereby, and any and all Letters Patent of the United States and of any and all foreign countries which have been or may be granted upon said applications or for the inventions covered thereby, or any of them, together with any and all reissues, renewals or extensions of the said Letters Patent, or any of them, which may be granted, viz:

Applications Serial Nos. 226,960 and 270,297, filed on or about October 3, 1904 and July 18, 1905, respectively, for inventions of Edwin A. Webster and Charles R. Towle in Cementing Attachments for Heel Nailing Machines;

Application Serial No. 226,959, Filed on or about October 3, 1904, for inventions of Edwin A. Webster in Heel Nailing Machines;

Application Serial No. 226,961, Filed on or about October

3, 1904, for inventions of Charles R. Towle in Heel Nailing Machines.

To Have and to Hold all of the foregoing inventions, improvements, Letters Patent, applications, interests and rights to the said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof absolutely.

And for the same Consideration we, the said Fox, Webster and Towle, and each of us, do hereby covenant and agree to and with the said United Company, its successors and assigns, that we and each of us will forthwith fully and completely disclose to the said United Company, its officers and patent solicitors, all inventions, improvements, Letters Patent, and applications for Letters Patent, of the United States and of any and all other countries, and interests and rights therein, now had by us or any of us, or which we or any of us have any right by agreement or otherwise to acquire or take over relating to heel attaching machinery or devices; and that hereafter at any and all times upon making, owning, acquiring or obtaining any right by agreement or otherwise to acquire or take over any invention, improvement, Letters Patent or application for Letters Patent, interest or right, included within the terms of the assignment hereinbefore contained, we and each of us will promptly disclose the same to the said United Company, its officers and patent solicitors; will repeat all such disclosures when and as often as requested; and at any and all times hereafter will execute and cause to be executed any and all applications, assignments and other instruments, and will perform and cause to be performed any and all acts which in the opinion of counsel for the said United Company, its successors or assigns, may be necessary or desirable to enable the said United Company, its successors, assigns or nominees, to obtain Letters Patent of the United States and of such other countries as the said United Company, its successors or assigns, may desire, covering in such form as shall be approved by counsel for the United Company, its successors or assigns, the inventions and improvements or any of them included within the terms of the foregoing assignment, and to fully and completely vest and confirm in the said United Company, its successors,

assigns or nominees, such Letters Patent and all inventions, improvements, Letters Patent, interests and rights included within the terms of the foregoing assignment, and to enable the said United Company, its successors and assigns, to secure and enjoy the full benefits and advantages thereof — all without further consideration than that already paid but the expense of obtaining such such Letters Patent to be borne by the said United Company, its successors or assigns.

In Witness Whereof we, the said Charles K. Fox, Edwin A. Webster and Charles R. Towle, have hereunto set our respective hands and seals this day of A. D. 1905.

Commonwealth of Massachusetts.

County of

ss.

1905.

Then personally appeared the above named Charles K. Fox, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public.

Whereas United Shoe Machinery Company, of Paterson, in the State of New Jersey, a corporation duly organized under the laws of said State of New Jersey, and having a place of business at 205 Lincoln Street, in Boston in said Commonwealth of Massachusetts, hereinafter called the United Company, is desirous of acquiring each and all of the said inventions, the said applications, and any and all Letters Patent of the United States and of all other countries which may be granted on the said applications or for the said inventions, or any of them, together with any and all reissues, renewals or extensions of said Letters Patent or any of them which may be granted.

Now, Therefore, in consideration of the sum of one dollar (\$1.00) and other and good and valuable considerations to each of them paid by said United Company, the receipt whereof is hereby acknowledged, they, the said Webster, the said Towle and the said Fox, do hereby sell, assign, transfer and set over unto the said United Company the entire right, title and interest in and to each

of said inventions, said applications for United States Letters Patent, and any and all Letters Patent of the United States or of any foreign countries which may be granted for the said inventions or any of them, together with any and all reissues, renewals or extensions of the said Letters Patent or any of them which may be granted.

To Have, to Hold and to Enjoy the said inventions, applications, Letters Patent, reissues, renewals and extensions to said United Company, its successors and assigns, to its and their own use and behoof forever.

And the said Webster, the said Towle and the said Fox do hereby authorize and request the Commissioner of Patents of the United States to issue any United States Letters Patent which may be granted on the said applications or for the said inventions or on any divisional or renewal applications to said United Shoe Machinery Company, its successors and assigns, as assignee of the entire right, title and interest therein and thereto ;

And for the same consideration the said Webster, the said Towle and the said Fox do hereby, jointly and severally, covenant and agree for themselves and for their legal representatives with said United Company, its successors and assigns, that they and each of them have granted no license to make, use or sell any of the said inventions, that their right, title and interest as aforesaid in the said inventions has not been encumbered, and that they have good right and title to sell and assign the same as aforesaid and that they will not execute any instrument in conflict herewith ;

And the said Webster, the said Towle and the said Fox do hereby, jointly and severally, for themselves and for their legal representatives further covenant and agree with said United Company, its successors and assigns, that upon request they will, and their legal representatives shall, execute divisional, renewal or reissue applications, amended specifications or rightful oaths ; communicate to said United Company, its successors and assigns, any facts known to them relating to the said inventions or the history thereof ; execute preliminary statements and testify in any interference proceedings ; execute and deliver any application

papers, assignments, or other instruments; and do all other acts which in the opinion of counsel for said United Company may be necessary or convenient to secure the grant of Letters Patent to said United Company in the United States and in all other countries where said United Company may desire to patent said inventions or any of them, with specifications and claims in such form as shall be approved by counsel for said United Company, and to vest and confirm in said United Company, its successors and assigns, the full and complete legal and equitable title to all such Letters Patent without further consideration than now paid but at the expense of said United Company, its successors and assigns.

In Witness Whereof the said Webster, the said Towle and the said Fox have hereunto set their respective hands and seals this day of August, 1905.

Commonwealth of Massachusetts.

ss.

August 1905.

Then personally appeared the above-named Charles K. Fox, Edwin A. Webster and Charles R. Towle, to me personally known, and known by me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the same to be their free act and deed. Before me,

Notary Public.

PLAINTIFF'S EXHIBIT 159.

[Put in Evidence, page 1589.]

LOOSE NAILER

Sold by Duplessis Co.,

1-E. Bottomly & Co., Haverhill, Mass. 1903

1-Dietrich & Kramer Brooklyn N. Y. 1904

1-J. S. Kelley Fall River Mass. 1904

1-Harley Shoe Co., St. Louis, Mo. 1905

C. E. Hilts St. Louis Mo. 1906

15-Framingham Shoe Co., So. Framingham, Mass. 1907

Sold by Hamel Shoe Machinery Co.,

1-Geo. M. Woodbury, Salem Depot N. H. 1912

1-Criterion Shoe Co., Beverly, Mass. 1912.

- 1-E. J. Goodwin Shoe Co., Haverhill, Mass. 1913
- 1-Mould Shoe Co., East Pepperell, Mass. 1912.

SLUGGER

Sold by The Duplessis Co.

- 1-F. Parshly Haverhill, Mass. 1903
- 1-Lyons & Moynihan Brockton, Mass. 1903
- 1-C. K. Fox Wolfboro, N. H. 1903
- 1-E. Bottomly Haverhill, Mass. 1903
- 1-Geo B. Leavitt & Co., Haverhill, Mass. 1903
- 1-H. E. Lewis, Haverhill, Mass. 1903
- 1-Tessier & Guilmond Haverhill, Mass. 1904
- 1-Coles & Watson, Brooklyn, N. Y. 1904
- 1-Harley Shoe Co., St. Louis, Mo. 1905
- 7-Framingham Shoe Co., So. Framingham, Mass. 1907
- 1-Witherell & Dobbins Haverhill, Mass. 1907

Sold by C. A. Hamel

- 1-Buffalo Shoe Co., East Pepperell, Mass. 1910
- 1-Lawrence I. McNamara, Haverhill, Mass. 1910

Sold by C. A. Hamel Co.,

- 1-Non-Royalty Shoe Co., 1912

Sold by Hamel Shoe Machinery Co.,

Criterion Shoe Co., Beverly, Mass. 1912

- 1-H. E. Guptill Haverhill, Mass. 1912

LOOSE TACKER

Sold by Duplessis Co.,

- 6-Framingham Shoe Co., So. Framingham, Mass. 1907

LEVELLER

Sold by Duplessis Co.,

- 1-Hoyt & Rowe Co., Lynn, Mass. 1904
- 4-Framingham Shoe Co., So. Framingham, Mass. 1907

SOLE LAYER

Sold by Duplessis Co.,

- 12-Framingham Shoe Co., So. Framingham, Mass. 1907

Sold by Hamel Shoe Machinery Co.,

- 1-Criterion Shoe Co., Beverly, Mass. 1913.

STITCHER

Sold by Duplessis Co.,

39-Framingham Shoe Co., So. Framingham, Mass.

1-W. W. Spalding Haverhill, Mass.

Sold by C. A. Hamel

1-Geo. M. Woodbury.

TURN STITCHER

Sold By Duplessis Co.,

1-C. K. Fox

2-F. J. Tompsom

1-E. Bottomly

1-Emery Marshall

2-Ira Webster

1-Deitrich & Kramer

1-Coles & Watson

3-Wm Heiber

2-S. Rollins G. S.

3-H. E. Guptill

2-W. W. Spalding

2-H. E. Lewis

1-A. L. Cronk

2-Witherell & Dobbins

1-F. W. Woodman

3-S. B. McNamara

1-Rollins Bros.

1-Worcester Slipper

1-J. S. Cushman

40-Framingham Shoe Co.,

Sold by C. A. Hamel

3-H. E. Guptill

2-S. B. McNamara & Co.,

1-Goe. M. Woodbury

Sold by Hamel Shoe Machinery Co.,

2-H. E. Guptill

4-F. E. Leavitt & Co.

1-A. D. Fisher

1-Taylor Shoe Co.,

1-F. E. Bragdon

	United States	Abroad
55 Loose Nailer	24	31
35 Slugger	22	13
6 Loose Tacker	6	
60 Leveller	5	55
7 Heel Compressor		7
19 Sole Layer	13	6
61 Rapid Stitcher	41	20
148 Turn	86	62
19 Rough Rounder		19
90 Insole Channeller	70	20
14 Outsole Channeller		14
68 Moulder	35	43

PLAINTIFF'S EXHIBIT 160.

[Put in Evidence, page 1668.]

**SHOE MANUFACTURERS WHO WERE CUSTOMERS OF THE STANDARD
SHOE MACHINERY CO. USING THE VARIOUS MACHINES
INCLUDED IN THE HEELING, SEWING AND LASTING
SYSTEMS OF THE STANDARD COMPANY.**

B. F. Spinney & Co. and Spinney & Smith ;

* T Drew, Selby & Co.

* W Thos. G. Plant Co. (mnfrs. "Queen Quality" Shoe), Boston ;

" A. E. Little & Co. (mnfrs. "Sorosis" Shoe), Lynn ;

T E. P. Reed & Co., Rochester ;

" W. W. Spaulding & Co., Haverhill ;

C Hamilton-Brown Shoe Co., St. Louis ;

T Joseph Caunt & Co., Lynn ;

" A. & A. D. Fisher, Lynn ;

" J. A. Cook, Lynn ;

" H. McDonald, Rochester ;

" Chesley & Rugg, Haverhill ;

" W. S. Chase & Sons, Haverhill ;

W F. M. Shaw, So. Peabody ;

- W J. H. Winchell & Co., Haverhill ;
- " Kellam, Tilton & Co., Lynn ;
- W Brophy Bros. Shoe Co., Lynn ;
- " C. B. Lancaster Shoe Co., Keene, N. H. ;
- E. P. Dodge Mfg. Co., Newburyport ;
- G. W. Herrick & Co., Lynn ;
- F. W. Lord & Co., So. Peabody ;
- A. E. Smith & Co., Lynn ;
- Kimball Bros. Shoe Co., Manchester, N. H. ;
- Woodbury Bros., Beverly ;
- B. E. Cole & Co., Boston ;
- W John Pilling Shoe Co., Lowell ;
- Williams, Clark & Co., Lynn ;
- W Jos. Dickinson, Lynn ;
- A. P. Field Shoe Co., Salem ;
- T & W Thayer, Maguire & Field, Haverhill ;
- W Luddy & Currier, Lynn ;
- au T. D. Barry & Co., Brockton ;
- T Cerat & Bonin, Haverhill ;
- " Knipe Bros., Newport, N. H.
- " W. H. Gould, Haverhill ;
- " L. S. Johnson & Co., Lynn ;
- " F. M. Hodgdon, Haverhill ;
- " John Kelly Co., Rochester ;
- " P. N. Wadleigh, Haverhill ;
- C. M. Collins, Danville, N. H. ;
- T L. K. Morse & Co., Haverhill ;
- " Geo. M. Coburn & Co., W. Medway, Mass. ;
- " Geo. L. Webster, Haverhill ;
- " Julian & Kokenge Co., Cincinnati, O. ;
- W Cross & Tucker, Lynn ;
- " David Cummings & Co., So. Berwick Me. ;
- " A. Garside & Sons, N. Y. ;
- " Brennan & White, Brooklyn ;
- " J. & T. Cousins, Brooklyn ;
- " Wichert & Gardiner, Brooklyn ;

W Geo. Baker & Sons, Brooklyn ;
 " William Lane, Brooklyn ;
 C. W. Dodge & Co.
 W E. G. Lane & Co., So. Berwick, Me. ;
 " C. W. Varney & Co., Lynn, Mass. ;
 " Chas. Keighley & Sons, Vineland, N. J. ;
 " B. F. Richardson & Co., Dubuque, Iowa ;
 " A. W. Rich Shoe Co., Milwaukee, Wis. ;
 T H. McDonald
 " C. M. Collins

[*W is an abbreviation for Woodward, and T is an abbreviation for Turn.]

PLAINTIFF'S EXHIBIT 161.

[Put in Evidence, page 903.]

Past and Present Users of Machines of the Haverhill Shoe Mch'y.
 Co.

GROUP 1.

Past users of machines :—

Terms

1. Hilliard & Tabor, Haverhill, Mass.

1 Turn Sewer	Installed Dec. 1910	No installation fee
1 Channeler	Removed Aug. 1911	Royalty 1/3 per pr.
1 Heeler	Installed Nov. 1910	Rental \$15. per month
	Removed Aug. 1911	Installation \$15 per mo.

Used in connection with Turn and Welt machines of the U. S. M.
 Co.

2. Lynch & Sherman, Lynn, Mass.

1 Turn sewer	Installed July 28, 1910
1 Channeler	Removed Aug. 23, 1910

Nothing paid.

Used in connection with Turn machines & Clickers of U. S. M. Co.

3. W. S. Chase & Sons, Inc., Haverhill, Mass.

1 Turn sewer	Installed June 1910
2 Channelers	Removed March 1912
1 Heeler	Installed Jan. 1912

Removed March 1912 Nothing paid

Used in connection with Turn Sewing & Heeling Machines of
U. S. M. Co.

4. Carleton & Hunt, Haverhill, Mass.

1 Turn Sewer Installed May 1910 Royalty 1/3c per pr.

1 Channeler Removed March 1912 No installation

Used in connection with Turn Sewers & Heeler of U. S. M. Co.

5. Geo. B. Leavitt & Co., Haverhill, Mass.

1 Turn Sewer Installed May 1911 Royalty 1/3c per pair

1 Channeler Removed July 1911

Used in connection with U. S. M. Co. Turn machines.

6. N. D. Dodge & Sons, Newburyport, Mass.

[pr.

2 Turn Sewers Installed March & Sept. 1911 Royalty 1/3c per

2 Channelers Use discontinued Oct. or Nov. 1911

Removed early in 1912.

Used in connection with U. S. M. Co. Turn machines.

7. F. M. Hodgdon, Haverhill, Mass.

1 Turn Sewer Installed May 1910

1 Channeler Removed Sept. 1911 Royalty 1/3c per pair.

Used in connection with Turn machines of U. S. M. Co.

8. G. W. Herrick Shoe Co., Lynn, Mass.

1 Turn Sewer Installed May 1911

1 Channeler Removed June 1911 Nothing paid.

1 Heeler Installed June 1911 \$350. installation paid

Removed Sept. 1912 \$15 per month rental

Used in connection with Clicking, Turn and Welt machines of
U. S. M. Co.

9. C. H. Aborn & Co., Lynn, Mass.

1 Heeler Installed March 1911 \$900. paid

Use discontinued July 1912

Used in connection with Welt & Heeling machines of U. S. M. Co.

10. I. J. Webster, Haverhill, Mass.,

1 Heeler Installed Nov. 1910 \$900. paid

Use discontinued 1912

GROUPE 2.

Present users of certain designated machines of Haverhill Shoe Machinery Co.

1. Griffen-White Shoe Co., Brooklyn, N. Y.
 2 Turn Sewers Installed May 1911 Royalty 1/3c per pr.
 2 Channelers
 1 Heeler Installed July 1911 Royalty 1/4c per pr.
 Also have Turn Sewers & Heelers of U. S. M. Co.
2. H. B. Goodrich & Co., Haverhill, Mass.
 1 Turn Sewer Installed May 1910 Royalty 1/3c per pr.
 1 Channeler
 Also have Turn & Welt machines of U. S. M. Co.
3. Chesley & Rugg, Haverhill, Mass. [pd
 4 Turn Sewers Installed July & Dec. 1911 Installation \$250
 2 Channelers Royalty 1/4c per pair
 2 Heelers Installed Oct. & Dec. 1910 (Rental \$15 per mo.
 1 Breaster sold. (Royalty \$15 " "
 Also have Universal Channeler & Goodyear Turn machines and
 Heeling machines of U. S. M. Co.
4. A. W. Greeley, Haverhill, Mass.
 1 Turn sewer Installed Aug. 1910 \$250 Installation
 1 Channeler 1/4c royalty
 Also has Universal Channeler & Goodyear Turn Sewing and
 Heeling machines of U. S. M. Co.
5. E. E. Sullivan & Co., Haverhill, Mass.
 1 Turn Sewer Installed Aug. 1912 Royalty 1/3c per pair
 1 channeler
 Also have turn sewers of U. S. M. Co.
6. Geo. A. Learned & Co., Newburyport, Mass.
 3 Turn Sewers Installed Jan., Apr. 1911 and Jan. 1913 Sold
 2 channelers Sold
 1 heeler Sold
 Also have turned sewers and heelers of U. S. M. Co.

7. Joseph A. Schreier, Rochester, N. Y.
 3 Turn sewers Installed Aug. & Oct. 1912 sold
 1 channeler sold
 Also has turn sewers of U. S. M. Co.
8. J. L. Walker & Co., Lynn, Mass.
 1 Turn sewer Installed May 1913 on trial
 1 channeler " rental
 Also have turn sewers of U. S. M. Co.
9. Knights & Allen, Haverhill, Mass.
 1 turn sewer Installed Apr. 1913 Royalty 1/3c per pr.
 1 channeler
 Also have turn sewers & heeling machines of U. S. M. Co.

GROUPE 3.

Present users of Haverhill Shoe Machinery Co.'s principal machines
 who use no principal machines of United Shoe Machinery
 Co., except instances especially mentioned.

1. C. K. Fox, Inc., Haverhill, Mass., Northwood, N. H. Wolf-
 boro, N. H.
 13 Turn sewers Owned
 7 Channelers "
 Use slugger and loose nailer of U. S. M. Co. in independent lease
2. Abbott & West, Haverhill, Mass.,
 1 Sewer Installed March 1911. Royalty 1/3c per pair
 1 channeler
3. Elmer E. Battis, Haverhill, Mass.
 1 Sewer Installed Dec. 1910 Royalty 1/3c per pair
 1 Channeler
4. E. J. Goodwin & Co., Haverhill, Mass.
 1 Sewer Installed Jan. 1912. Royalty 1/3c per pair
 1 Channeler
5. Rollins & Colcord, Haverhill, Mass.
 2 Sewers Installed October 1911. Installation fee \$250 and
 1 Channeler [royalty 1/4c per pair

6. Thos. H. Finney, Haverhill, Mass.
1 Sewer Installed May 1912 Royalty 1/3c per pair
1 Channeler
7. Frank Currier, Newton, N. H.
1 Sewer Installed Jan. 1913 Royalty 1/3c per pair
1 Channeler
8. M. D. Malbon, Haverhill, Mass.
1 Sewer Installed Feb. 1913 Royalty 1/3c per pair
1 Channeler
9. Wakefield Slipper Co., Sanbornville, N. H.
1 Sewer Inst. Sept. 1912 Royalty 1/3c per pair
1 Channeler
10. H. E. Lewis, Haverhill, Mass.
2 Sewers Installed July 1910. Installation and 1/4c per pair
2 channelers
1 Heeler Installed March 1911 Rental and installation \$30 mo.
11. Criterion Shoe Co., Beverly, Mass.
1 Turn sewer Installed Apr. 1911 Sold
1 Channeler " " "
1 Breaster " " "
A line of Welt machinery independent of U. S. M. Co. includ-
ing Welter from Haverhill Co.
12. Wallace & Foster, Gloversville, N. Y.
1 Sewer Installed Jan. 1911 Sold
1 Channeler "
13. Chas. L. Clifford, Newton, N. H.
2 Turn Sewers Installed Aug. 1912
2 Channelers Use discontinued Oct. 1912. On royalty 1/3c
Use resumed Dec. 1912 [per pr.
Former lessee of turn sewers of U. S. M. Co. Machines of U.
S. M. Co. removed in spring of 1912.
14. R. H. Long Mchy Co., Framingham, Mass.
1 Welter Installed 1912 Sold
15. S. B. McNamara & Co., Haverhill, Mass.
3 sewers Installed Jan. 1913 Sold
2 Channelers "
Use heelers of U. S. M. Co.

16. Tessier & Bowdoin, Haverhill, Mass.
 - 3 Sewers Installed Jan. 1912 Rental \$2 per week
Royalty 1/6c per pr. \$250
 - 2 Channelers Inst. each sewer
 - 1 Heeler Installed Feb. 1911 \$30. per month inst. & rental
17. H. E. Guptill, Haverhill, Mass.
 - 1 Sewer Installed Feb. 1911 Rental
 - 4 Channelers Royalty 1/6c per pr.
 - 1 Heeler " July 1912. Rental \$15. Inst. \$350.
18. Quaker Shoe Co., Milford, N. H.
 - 1 sewer Inst. Dec. 1912 Rental
 - 1 Channeler
 - Use McKay machines of U. S. M. Co.
19. Martin Slipper Co., Haverhill, Mass.
 - 2 Turn Sewers Installed Aug. 1911 Sold
 - 2 Channelers On royalty
 - 1 Heeler Installed 1912 Royalty & Installation

GROUPE 4.

Users of auxiliary machines furnished by Haverhill Shoe Mchy Co.
in connection with principal machines of United Shoe Mchy Co.

1. Dugan & Hudson, Rochester, N. Y.
 - 1 Channeler Royalty 1/6c per pair
2. Val Duttonhofer Sons, Cincinnati, Ohio.
 - 2 Channelers Royalty 1/6c per pr.
 - 1 heel breaster Sold
3. Utz & Dunn, Rochester, N. Y.
 - 1 Channeler Royalty 1/6c per pr.
4. Smaltz-Goodwin Co., Philadelphia, Pa.
 - 1 Channeler Royalty 1/6c per pr.
5. Rice & Hutchins, Inc. So. Braintree, Mass.
 - 1 Breaster Sold
 - 1 Channeler Royalty 1/6c per pr.
6. Barke-Gibbon Co., Philadelphia, Pa.
 - 1 Channeler Royalty 1/6c per pr.
7. Julian & Kokenge Co., Cincinnati, Ohio.
 - 1 Channeler Royalty 1/6c per pr.

8. Wolf Bros. Cincinnati, Ohio.
1 Channeler Royalty 1/6c per pr.
9. J. Strootman Shoe Co. Buffalo, N. Y.
1 Channeler Royalty 1/6c per pr.
10. Ebberts Shoe Co. Buffalo, N. Y.
1 Channeler Royalty 1/6c per pair
11. John Kelly, Inc. Rochester, N. Y.
1 Channeler Royalty 1/6c per pr.
12. Richard White Co., Philadelphia, Pa.
1 Channeler Royalty 1/6c per pr.
13. A. D. Fisher, Lynn, Mass.
1 Channeler Royalty 1/6c per pair
14. Thos. G. Plant Co., Boston, Mass.
1 Channeler Owned
15. Selby Shoe Co. Portsmouth, Ohio.
1 Heel breaster sold
16. Curtis & Jones, Reading, Pa.
4 breasters sold
17. Bradley & Metcalf Milwaukee, Wis.
1 breaster sold
18. Selz-Schwab & Co., Chicago, Ill.
1 Breaster sold
19. Strong & Co., Milwaukee, Wis.
1 Breaster sold.
20. I. J. Webster, Haverhill, Mass.
1 breaster sold

GROUPE 5.

Users of principal machines of Haverhill Shoe Mchy Co., in connection with principal machines of U. S. M. Co.

1. Witherell & Dobbins, Haverhill, Mass.
3 heelers, 1st machine installed Nov. 1910, others installed in 1912 rental & installation \$30 per month each.
Used in connection with turn and welt machines of U. S. M. Co.
2. J. J. Grover Sons Co., Lynn, Mass.
1 heeler Installed Dec. 1910 \$900 paid
Used in connection with turn machines of U. S. M. Co.

3. Wingate Shoe Co., Haverhill, Mass.

1 Heeler Recently installed on trial

PLAINTIFF'S EXHIBIT 162.

[Put in Evidence, page 1756.]

[MEMO. By stipulation between counsel for the respective parties Plaintiff's Exhibit 162 — Record in the case of the United Shoe Machinery Company *v.* Thomas G. Plant Company *et al.* in the Supreme Judicial Court of Massachusetts — is not here printed; it is to be considered as a physical exhibit.]

PLAINTIFF'S EXHIBIT 163.

[Put in Evidence, page 1759.]

LIST OF MACHINES OUT MARCH 1, 1911, ON LEASES EXECUTED
BEFORE AND SINCE FEBRUARY 7, 1899.

Goodyear Department:

Turn Sewing Machines	584	
Welt Sewing Machines	1,943	
Stitching Machines	2,676	
Auxiliary Machines	15,540	
		20,743

Metallic Department:

Standard Screw Machines	440	
Slugging Machines	1,878	
Loose Nailing Machines	1,835	
Tacking Machines	3,065	
Miscellaneous Metallic Dept. Machines	369	
Auxiliary Machines	1,701	
		9,288

Heeling Department:

Heel Attaching Machines	2,019	
Auxiliary Machines	3,160	
		5,179

Lasting Department:

Hand Method Lasting Machines	3,854
Chase Lasting Machines	780
McKay-Copeland Lasting Machines	300
Ideal & Copeland Lasting Machines	482

No. 5 Lasting Machines	2,080	
Tacking Machines	423	
Auxiliary Machines and Appliances	4,856	
	<hr/>	12,775
Pulling Over Department :		
Pulling Over Machines	1,635	
Auxiliary Machines	1,992	
	<hr/>	3,627
Other Machines, i.e.,		
Davey Pegging Machines	146	
Ensign Lacing Machines	633	
McKay Sewing Machines	898	
Ideal Clicking Machines	3,655	
Various Miscellaneous Machines	238	
	<hr/>	5,570
General Department :		28,622
Eyelet Department :		
Power Machines	2,435	
Miscellaneous Foot Power Machines	2,037	4,472
		<hr/>
		90,276

PLAINTIFF'S EXHIBIT 164.

[Put in Evidence, page 1760.]

United Shoe Machinery Corporation**REPORT OF THE PRESIDENT TO THE ANNUAL MEETING OF
STOCKHOLDERS 1908****United Shoe Machinery Corporation****Directors**

Frank L. Babbott	Rudolph Matz
William Barbour	Robert Treat Paine, 2d
George W. Brown	Charles G. Rice
Edmund LeB. Gardner	Wallace F. Robinson
John H. Hanan	James J. Storrow
Elmer P. Howe	Alfred R. Turner
Edward P. Hurd	Sidney W. Winslow
Joseph C. Kilham	Samuel Weil

George E. Keith

Frank Wood

William Woodward

Officers

Sidney W. Winslow . . .	President
William Barbour . . .	Vice President
Wallace F. Robinson . . .	" "
George W. Brown . . .	Treasurer
Edward P. Hurd . . .	Asst. Treasurer
Louis H. Baker . . .	Secretary

Stock Transfer Agents

American Trust Co., Boston

Paterson Safe Deposit & Trust Co., Paterson, N. J.

Registrar of Stock

City Trust Co., Boston

Report of the President to the Annual Meeting, 1908

To the Stockholders : —

Balance sheets showing the assets and liabilities of the Corporation and of the United Shoe Machinery Company are herewith submitted.

The earnings of the United Shoe Machinery Company and its subsidiary companies, from which the income of the Corporation is derived, have been satisfactory in view of the general depression in business. The volume of business, taking the entire business into account, is greater than for the last fiscal year.

The number of machines out on lease in this country, March 1, 1908, was 65,509, an increase for the year of 7,732.

The addition to the factory of the United Shoe Machinery Company, at Beverly, which was reported last year, is now occupied, and substantially all of the machinery manufacturing of the company in the United States is carried on at this plant. The foreign companies have largely increased their manufacturing capacity, and this fact, together with the lessened demand for machinery in this country, owing to the depression in the boot and shoe trade, has somewhat relieved the pressure of work at Beverly factory.

In carrying out the policy established at the date of its organization, and ever since continued, of supplying to its customers the most efficient machines obtainable without regard to the loss occasioned to it by the displacement of its existing machines, the United Shoe Machinery Company has taken advantage of the opportunity afforded by the conditions of its manufacturing business at Beverly to hasten the production of new machines, some of which will perform steps in the manufacture of boots and shoes heretofore carried out by hand, and others of which, by reason of greater rapidity and perfection of operation, will prove to be of great benefit to the trade.

By order of the Board of Directors.

S. W. WINSLOW, President.

Paterson, N. J., June 27, 1908.

United Shoe Machinery Company.

Financial Condition March 1, 1908

Assets

Cash and Receivables . . .	\$6,477,487.41
Stock Finished and in Process . . .	5,993,687.25
Real Estate	1,865,619.49
Machinery	2,438,005.51
Patent Rights	400,000.00
Stocks and Bonds other Corpora- tions and Leased Machinery	17,781,409.35
Miscellaneous	6,573.86
	<hr/> \$34,962,782.87

Liabilities

Accounts Payable	\$314,568.31
Reserves	253,851.85

Capital Stock :

Common	\$10,878,934.50
Preferred	9,971,584.50
	<hr/> \$20,850,519.00
	<hr/> \$21,418,939.16

Surplus	\$13,543,843.71
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Surplus Account

Balance March 1, 1907	\$11,126,349.09
---------------------------------	-----------------

Earnings for the year ending	
Feb. 29, 1908	4,664,616.27
	<hr/>
	\$15,790,965.36
Paid Dividends Cash	2,247,121.65
	<hr/>
Balance March 1, 1908	\$13,543,843.71

United Shoe Machinery Corporation.

Financial Condition March 1, 1908

Assets	
Cash	\$1,244,524.90
* Stock in other Corporations	31,325,970.50
	<hr/>
	\$32,570,495.40
Liabilities	
Accounts Payable	\$6,402.74
Capital Stock :	
Common . \$22,387,643.75	
Preferred . 9,411,350.00	\$31,798,993.75
	<hr/>
	\$31,805,396.49
Surplus	\$765,098.91
Surplus Account	
Balance March 1, 1907	\$5,195,730.35
Earnings for the year ending	
Feb. 29, 1908	2,206,282.68
	<hr/>
	\$7,402,013.03
Paid Dividends	
In Stock July 15,	
1907,	\$4,464,468.75
In Cash, April,	
July, October,	
1907 ; January,	
1908	2,172,445.37
	<hr/>
	\$6,636,914.12
Balance March 1, 1908	\$765,098.91

*This amount represents the holdings of the Corporation in the Capital Stock of the United Shoe Machinery Company, which is carried on the books of the Corporation at the rate of \$25 per share of Preferred Stock, and \$50.45 per share of Common Stock.

PLAINTIFF'S EXHIBIT 165.

[Put in Evidence, page 1761.]

United Shoe Machinery Corporation
REPORT OF THE PRESIDENT TO THE ANNUAL MEETING OF
STOCKHOLDERS 1909

United Shoe Machinery Corporation**Directors**

Frank L. Babbott	Rudolph Matz
William Barbour	Robert Treat Paine, 2d
George W. Brown	Charles G. Rice
Edmund LeB. Gardner	Wallace F. Robinson
John H. Hanan	James J. Storrow
Elmer P. Howe	Alfred R. Turner
Edward P. Hurd	Sidney W. Winslow
Joseph C. Kilham	Samuel Weil
George E. Keith	Frank Wood

William Woodward**Officers**

Sidney W. Winslow	.	.	.	President
William Barbour	.	.	.	Vice President
Wallace F. Robinson	.	.	.	Vice President
George W. Brown	.	.	.	Treasurer
Edward P. Hurd	.	.	.	Asst. Treasurer
Edwin P. Brown	.	.	.	Asst. Treasurer
Louis H. Baker	.	.	.	Secretary

Stock Transfer Agents**American Trust Co., Boston****Paterson Safe Deposit & Trust Co., Paterson, N. J.****Registrar of Stock****City Trust Co., Boston****Report of the President to the Annual Meeting, 1909.****To the Stockholders:—****Balance sheets are herewith submitted showing the assets and**

liabilities of the Corporation and of the United Shoe Machinery Company on March 1, 1909.

The past fiscal year opened in the midst of general business depression, but the business of the company has shown a gradual improvement during the year, and owing to the introduction of new machines and the general extension of the business by the operating company, the total volume of business for the year was scarcely more than 1 per cent less than for the year previous, and the net earnings of the company exceeded those of the previous year.

The number of machines out on lease in this country March 1, 1909, was 70,353, an increase for the year of 4,844, or about 7½ per cent.

The business of the foreign companies in which your company is interested has been well maintained, and shows a satisfactory increase over the business of the previous year.

During the year several new machines have been brought out, and others are in process of construction. In this connection it is worthy of mention that the McKay Sewing Machine, one of the earliest successful machines used in the manufacture of boots and shoes, has been completely reconstructed by us and put into a form so different from the original, and even from the latest previous pattern, as to make it virtually a new machine.

The Ideal Clicking Machine for cutting uppers was introduced at the beginning of the past year and has already revolutionized the art of cutting shoes, an operation which was previously performed only by hand. The demand for this machine is probably unprecedented in the history of shoe machinery, and has taxed the capacity of this department of our manufacturing plant to the utmost. During the year covered by this report, more than 1,200 of these machines were installed in the factories of our lessees, and the demand is steadily increasing.

The machine is placed with our lessees without initial charge, and its use effects a saving of from one to four cents per pair in the cost of manufacture of shoes.

The factory at Beverly is running on full time, with upwards of 3,000 hands.

By order of the Board of Directors.

S. W. WINSLOW, President.

Paterson, N. J., June 12, 1909.

United Shoe Machinery Company

Assets.		Financial Condition, March 1, 1909	
Cash and Receivables	.	\$8,391,713.36	
Stock Finished and in Process		6,175,674.96	
Real Estate	. . .	1,934,913.31	
Machinery	. . . .	2,247,066.52	
Patent Rights	. . .	400,000.00	
Stocks and Bonds, other Corporations, and Leased Machinery	. . . .	18,224,083.35	
Miscellaneous	. . .	15,071.73	
			\$37,388,523.23
Liabilities			
Accounts Payable	. .	\$347,019.78	
Reserves	. . . .	276,095.68	
Capital Stock:			
Common	\$10,878,934.50		
Preferred	9,971,584.50		
		\$20,850,529.00	
			\$21,473,634.46
			\$15,914,888.77
Surplus Account			
Balance March 1, 1908	. .	\$13,543,843.71	
Earnings for Year	. . .	4,796,971.66	
		\$18,340,815.37	
Paid Dividends	. . . .	\$2,425,926.60	
Balance March 1, 1909	. .		\$15,914,888.77

United Shoe Machinery Corporation

Assets		Financial Condition March 1, 1909	
Cash	. . . .	\$1,305,352.44	
* Stock in other Corporations		36,181,884.10	
			\$37,487,236.54

Liabilities

Accounts Payable	\$366.61	
Capital Stock :		
Common \$22,388,318.75		
Preferred 9,433,575.00		
	<u>\$31,821,893.75</u>	
		<u>\$31,822,260.36</u>
		<u>\$5,664,976.18</u>

Surplus Account

Balance March 1, 1908 . . .	\$765,098.91	
Earnings for year ending February 27, 1909, and increase in value of Stock of other Corporations	7,255,683.39	
	<u>\$8,020,782.30</u>	

Paid Dividends

In April, July, October, 1908,		
January, 1909	<u>\$2,355,806.12</u>	
Balance March 1, 1909 . . .		\$5,664,976.18

* This amount represents the holdings of the Corporation in the Capital Stock of the United Shoe Machinery Company, which is carried on the books of the Corporation at the rate of \$25.00 per share of Preferred Stock, and \$61.57 per share of Common Stock.

PLAINTIFF'S EXHIBIT 166.

[Put in Evidence, page 1762.]

United Shoe Machinery Corporation**REPORT OF THE PRESIDENT TO THE ANNUAL MEETING OF
STOCKHOLDERS 1910****United Shoe Machinery Corporation****Directors**

Frank L. Babbott
William Barbour
George W. Brown
Louis A. Coolidge

Rudolph Matz
Robert Treat Paine, 2d
Charles G. Rice
Wallace F. Robinson

Edmund LeB. Gardner	Alfred R. Turner
John H. Hanan	Sidney W. Winslow
Elmer P. Howe	Samuel Weil
Edward P. Hurd	Charles H. Willson
Joseph C. Kilham	Frank Wood
George E. Keith	William Woodward

Officers

Sidney W. Winslow	.	.	.	.	President
William Barbour	.	.	.	.	Vice President
Wallace F. Robinson	.	.	.	.	Vice President
George W. Brown	.	.	.	.	Vice President
Edward P. Hurd	Vice President and Asst. Treasurer				
Louis A. Coolidge	.	.	.	.	Treasurer
Edwin P. Brown	.	.	.	.	Asst. Treasurer
Louis H. Baker	.	.	.	.	Secretary

Stock Transfer Agents

American Trust Co., Boston

Paterson Safe Deposit & Trust Co., Paterson, N. J.

Registrar of Stock

Old Colony Trust Co., Boston

Report of the President to the Annual Meeting, 1910.

To the stockholders of the United Shoe Machinery Corporation:—

Balance sheets are herewith submitted, showing the assets and liabilities of the Corporation and of the United Shoe Machinery Company, on March 1, 1910.

The past fiscal year has been marked by an uninterrupted improvement in the business of the Company. Each succeeding month has shown an increase over the corresponding month of any preceding year in the amounts received from royalties, rentals and sales. The volume of business for the year was 14 per cent greater than that for the year preceding, and there was likewise a substantial increase in net earnings.

The number of machines out on lease in the United States on March 1, 1910, was 80,734, an increase for the year of 10,381, or 14½ per cent.

The business of the foreign companies, in which the Company is interested, shows a satisfactory increase over the business of the previous year.

The factory at Beverly is running on full time, and since May 1, 1910, has been obliged to run night shifts. More hands are now employed at the factory than at any previous time in the history of the Company. The demand upon the capacity of the factory has been so great that contracts have been made for the immediate construction of an addition containing 91,200 square feet of floor space.

The Company has continued its liberal expenditures for the improvement of existing machines and the development and purchase of new inventions. In the Goodyear Department important new machines are at present undergoing practical tests; the result of which, it is already evident, will justify the Company in offering them to the trade. These machines will greatly facilitate the operations upon Goodyear Welt Shoes, and will enable the manufacturers using them to keep fully abreast of the demands of the trade. The Ideal Clicking Machine continues to fulfill the expectations aroused by its introduction. During the year over 1,600 machines were installed in factories, more than doubling the number in use by the Company's lessees at the beginning of the year.

In view of the excellent condition of the Company and in conformity with its established policy, to furnish a better service and equipment year by year at less expense to its lessees, it has addressed to all lessees a letter announcing the Company's decision to put into operation a plan long in contemplation which, it believes, will result in the further expansion of its own business through the increased business and prosperity of its customers.

A copy of the letter announcing the adoption of the plan accompanies this report.

By order of the Board of Directors.

S. W. WINSLOW, President.

Paterson, New Jersey, June 11, 1910.

United Shoe Machinery Company

Financial Condition March 1, 1910

Assets

Cash and Receivables . . .	\$10,438,771.03
Stock Finished and in Process	6,126,065.71
Real Estate	1,901,666.95
Machinery	1,812,132.26
Patent Rights	400,000.00
Stocks and Bonds, other Corpora- tions, and Leased Machinery	19,408,230.44
Miscellaneous	5,160.09
	<u>\$40,092,026.48</u>

Liabilities

Accounts Payable	\$402,614.85
Reserves	296,870.48
Capital Stock :	
Common	\$10,878,934.50
Preferred	9,971,584.50
	<u>\$20,850,519.00</u>
	<u>\$21,550,004.33</u>
	\$18,542,022.15

Surplus Account

Balance March 1, 1909 . .	\$15,914,888.77
Earnings for Year	5,640,521.85
	<u>\$21,555,410.62</u>
Paid Dividends	\$3,013,388.47
	<u>\$18,542,022.15</u>
Balance March 1, 1910 . .	\$18,542,022.15

United Shoe Machinery Corporation

Financial Condition March 1, 1910

Assets

Cash	\$1,379,280.46
*Stock in other Corporations	38,871,112.40
	<u>\$40,250,392.86</u>

Liabilities

Capital Stock:

Common	.	.	.	\$24,635,588.75	
Preferred	.	.	.	9,490,050.00	
				<u> </u>	\$34,125,638.75
					<u> </u>
					\$6,124,754.11

Surplus Account

Balance March 1, 1909	.		\$5,664,976.18	
Earnings for year ending February 28, 1910, and increase in value of stock of other Corporations	.	.	.	5,640,467.56
			<u> </u>	\$11,305,443.74

Paid Dividends

In Cash, April, July, October, 1909, and January 1910	\$2,941,444.63	
In Stock	2,239,245.00	
	<u> </u>	\$5,180,689.63
		<u> </u>
		\$6,124,754.11

* This amount represents the holdings of the Corporation in the Capital Stock of the United Shoe Machinery Company, which is carried on the books of the Corporation at the rate of \$25.00 per share of Preferred Stock, and \$67.60 per share of the Common Stock.

PLAINTIFF'S EXHIBIT 167.

[Put in Evidence, page 1762.]

United Shoe Machinery Corporation

REPORT OF THE PRESIDENT TO THE ANNUAL MEETING OF
STOCKHOLDERS 1911

United Shoe Machinery Corporation

Directors

Frank L. Babbott
William Barbour
George W. Brown

Joseph C. Kilham
George E. Keith
Rudolph Matz

John H. Connor	Charles G. Rice
Louis A. Coolidge	Wallace F. Robinson
Henry B. Endicott	Alfred R. Turner
Edmund LeB. Gardner	Sidney W. Winslow
John H. Hanan	Samuel Weil
Elmer P. Howe	Frank Wood
Edward P. Hurd	William Woodward

Officers

Sidney W. Winslow	.	.	.	.	President
William Barbour	.	.	.	.	Vice-President
Wallace F. Robinson	.	.	.	.	Vice-President
George W. Brown	.	.	.	.	Vice-President
Edward P. Hurd	Vice-President and	Asst. Treasurer			
John H. Connor	.	.	.	.	Vice-President
Louis A. Coolidge	.	.	.	.	Treasurer
Edwin P. Brown	.	.	.	.	Asst. Treasurer
Louis H. Baker	.	.	.	.	Secretary

Stock Transfer Agents

American Trust Co., Boston

Paterson Safe Deposit & Trust Co., Paterson, N. J.

Registrar of Stock

Old Colony Trust Co., Boston

Report of the President to the Annual Meeting, 1911

To the Stockholders of the United Shoe Machinery Corporation:—

Balance sheets are herewith submitted, showing the assets and liabilities of the Corporation, and of the United Shoe Machinery Company on March 1, 1911.

The past fiscal year has shown a continued improvement in the business of the Company and of the foreign companies in which the Company is interested. The factory at Beverly has turned out a greater number of machines than during any other period of equal length in the Company's history. The number of machines on lease in the United States on March 1, 1911, was 90,276, an increase for the year of 11.82 per cent. During the year the Com-

pany brought in from shoe factories over four thousand of its machines which were broken up and thrown on the scrap heap in order that they might be replaced with machines embodying the latest improvements—an expense which the Company assumes under its present system of doing business, but which would otherwise have to be borne by the shoe manufacturers.

Since our last annual meeting contracts have been made for the construction of further additions to the factory. The Beverly plant with the additions constructed during the year and those now under contract will have a floor space of twenty-one acres as against seventeen acres a year ago. About five thousand hands are now employed at the factory, and the average weekly pay-roll is over \$75,000.

The Company has continued its liberal expenditures for the improvement of existing machines and the development and purchase of new inventions so that it is now in a better position than ever before to furnish shoe manufacturers with the very latest and most improved machines. In pursuance of this policy it has acquired inventions and patents formerly controlled by Thomas G. Plant, some of which were found on examination to cover improvements which might with advantage to the shoe manufacturing industry be utilized in conjunction with inventions already in the Company's possession and with improvements in process of development so as to permit the construction of machines of a new type or of increased efficiency. In acquiring these patents it became necessary to purchase a majority of the stock of the Thomas G. Plant Company, manufacturers of shoes. The Corporation has purchased this stock which it intends to retain only until it can be disposed of advantageously.

In the Experimental Department of the Company the development has been greater than ever before. Machines which were undergoing practical tests a year ago have since then been placed at the disposal of the trade. The Company from the beginning has expended large sums of money in developing all types of machines in that department of shoe manufacturing to which it gives especial attention—confined chiefly to machines used in the “Bot-

toming Room." It has placed the perfected results of its experiments at the disposal of shoe manufacturers under terms which enable the manufacturer to equip his factory with a greater variety of the most advanced type of machines than was possible at the time of the organization of the Company, and at a smaller cost to him per pair of shoes than he was called upon to pay at that time for the use of fewer machines. The only important item of cost in the construction of a shoe which has not increased during the twelve years since the Company was formed is the item of machinery. The shoe manufacturer pays less per pair of shoes for his machinery equipment than ever before, although the cost of leather and labor and almost everything about a shoe which the Company does not provide is higher; and the Company itself in most instances pays more for what it has to buy.

The amounts paid per pair of shoes for the use of all the principal royalty machines furnished by this Company for the manufacture of different classes of shoes when accounts are paid within thirty days are substantially as follows:

Goodyear Welts, men's work . . . . .	.05694
Goodyear Welts, women's work . . . . .	.04694
Goodyear Turn Shoes, women's and misses' . . . . .	.01972
Children's Goodyear Turn Shoes . . . . .	.005
Men's and Women's McKay Shoes . . . . .	.01746
Children's McKay Sewed Shoes . . . . .	.01391

From the royalties for "Goodyear Welts" and "Goodyear Turns" should be deducted 6/10c per pair for men's Goodyear Welts; for women's Goodyear Welts, 45/100c; and for women's and misses' Goodyear Turns, 75/1000c; which is to be invested in stock of the Corporation and given to lessees under the terms of a circular letter of the Corporation to its lessees, dated June 10, 1910.

The foregoing royalties substantially cover everything which the Company receives for the use of its principal machines from those manufacturers who use its machines in making Goodyear Welt, Goodyear Turn or McKay sewed shoes. In return for the rentals and royalties which it receives, the Company assumes the whole cost

of invention, experimental work, development, manufacture and depreciation of machines; the cost of unremitting care of the machines to keep them at the highest point of efficiency through its force of over five hundred experts who devote their entire time to this service; the purchase of patents, and the cost of administration. That is to say, it assumes items of expense and risk which under any other system yet suggested the shoe manufacturer would be compelled to assume himself, thus subjecting his business to a higher machinery cost per pair of shoes than the average royalty he now pays. The Metallic Machines which insert slugs, nails and wire in heels or soles are placed in factories by the Company without charge to the shoe manufacturer and the only return to the Company is from the indirect royalty, averaging in the case of Goodyear Welts, Turns and McKays, less than one-half a cent per pair of shoes, which is included in the foregoing royalties and is calculated from the difference between the cost to the Company of the material used with the machines and the price which the manufacturer pays the Company for this material.

It has been repeatedly asserted that a shoe manufacturer cannot lease any of the Company's machines without agreeing to take all his machines from the Company, and that he is thus completely within the Company's control, so far as his machinery equipment is concerned. This statement is not true and it never was true. The Company now makes over three hundred different machines, some of which are leased to manufacturers, many of which are sold outright, and most of which can be either leased or purchased as the shoe manufacturer may prefer. In constructing a Goodyear Welt Shoe, which is the highest type of shoe now generally worn, the indispensable machines which the Company supplies exclusively are the Goodyear Welting Machine and the Goodyear Stitching Machine. These are the machines by which the sole and the upper are sewed together after the manner in which they would be sewed by hand. In signing a lease for the use of these two machines the shoe manufacturer does not agree to lease or buy any other machines from the Company, and he may obtain all the rest of his machinery equipment from other companies if he finds elsewhere machines which he likes.

In addition to the Goodyear Welting and Stitching Machines the Company has perfected a series of more than twenty auxiliary machines which have been especially designed to reduce the cost or improve the quality of operations in the manufacture of a Goodyear Welt Shoe and which a shoe manufacturer can use in connection with the Goodyear Welting and Stitching Machines without the payment of additional royalty, the only charge being a nominal annual rental which is no more than sufficient to reimburse the Company for the depreciation of these machines. In short, the Company furnishes the Goodyear Welter and Stitcher and over twenty auxiliary machines for a royalty of substantially four cents per pair of shoes in the manufacture of men's Goodyear Welts and three cents per pair in the manufacture of women's Goodyear Welts. In view of the fact that the Company receives no profit from the use of the auxiliary machines it of course expects the shoe manufacturer who takes them to use them only in conjunction with the Welter and Stitcher from which it receives its profit; but the shoe manufacturer is not obliged to take them and if he finds machines more to his liking anywhere for doing the work of the auxiliary machines he can get those machines wherever he chooses. The Company makes a great variety of machines for performing different operations in different kinds of shoes and any manufacturer can use the Company's most important machines without being obliged to use any other machine which the Company makes.

The Corporation now has 7106 individual stockholders, of whom 2789 are holders of Common Stock only, and 2803 are holders of Preferred Stock only, while 1514 are holders of both Preferred and Common Stock. The par value of the average holding in Common Stock is \$6645. The par value of the average holding in Preferred Stock is \$2206.

By order of the Board of Directors.

S. W. WINSLOW, President.

Paterson, New Jersey, June 17, 1911.

United Shoe Machinery Company

Financial Condition, March 1, 1911

Assets

Cash and Receivables . . .	\$7,581,252.54	
Stock Finished and in Process .	6,985,299.13	
Real Estate	2,025,184.73	
Machinery	2,032,415.73	
Patent Rights	400,000.00	
Stocks and Bonds of other corporations, and Leased Machinery	23,228,744.02	
Miscellaneous	5,133.09	
	<u> </u>	\$42,258,029.24

Liabilities

Accounts Payable	\$411,880.13
Reserves	325,830.40

Capital Stock :

Common . \$10,878,934.50	
Preferred . 9,971,584.50	
	<u> </u>
	\$20,850,519.00
	<u> </u>
	\$21,588,229.53
	<u> </u>
	\$20,669,799.71

Surplus Account

Balance, March 1, 1910 . . .	\$18,542,022.15	
Earnings for Year	5,772,142.56	
	<u> </u>	
	\$24,314,164.71	
Paid Dividends	3,644,365.00	
	<u> </u>	
Balance March 1, 1911 . . .		\$20,669,799.71

United Shoe Machinery Corporation

Financial Condition, March 1, 1911

Assets

Cash and Receivables . . .	\$1,374,977.72	
*Stock in other Corporations .	44,027,452.50	
	<u> </u>	\$45,402,430.22

Liabilities

Reserves \$1,500,000.00

Capital Stock :

Common 28,599,433.75

Preferred 9,515,400.00

39,614,833.75

Surplus

\$5,787,596.47**Surplus Account**

Balance March 1, 1910 . . \$6,124,754.11

Earnings for Year ending February 28, 1911, and increase in value of stock of other Corporations

5,780,106.61

\$11,904,860.72**Paid Dividends**

In Cash, April,

July, October,

1910, and January, 1911

\$3,654,131.75

In Stock . . 2,463,132.50

6,117,264.25

Surplus, March 1, 1911 . .

\$5,787,596.47

*The value of the holdings of the Corporation in the Capital Stock of the United Shoe Machinery Company is carried on the books of the Corporation at the rate of \$25.00 per share of the Preferred Stock, and \$72.50 of the Common Stock.

PLAINTIFF'S EXHIBIT 168.

[Put in Evidence, page 1764.]

Lasting Machine Department.

[Form A. B. H. H., 1190.]

Lease and License Number . .

Consolidated Hand Method Machine.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the

State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Consolidated Hand Method Lasting Machin(s) No(s) , now, or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or

assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or

otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor the sum of Two Hundred Dollars (\$200) for each machine so destroyed as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the machinery so destroyed to the lessor at Beverly, Massachusetts. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, except that the leased machinery shall not, nor shall any part thereof, be used in the manufacture of any welt boots, shoes, or other footwear which are or shall be welted, or the soles stitched on welt sewing or sole stitching machines not leased to the lessee by the lessor or its

assignor, or in the manufacture of any turn boots, shoes, or other footwear, the soles of which are or shall be attached to their uppers by turn sewing machines not leased to the lessee by the lessor or its assignor.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one (1) cent for each pair of misses' and children's and one and one quarter ($1\frac{1}{4}$) cents for each pair of all other kinds of boots, shoes, or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount in each calendar year, ending December 31, to at least fifteen (15) dollars for each calendar month for each machine hereby leased, and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty; provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one twelfth for each such month that the factory thus remains wholly idle.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or

injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one and one quarter ($1\frac{1}{4}$) cents per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of each kind of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of each kind of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operatives to sign such records, and if requested so to do by the lessor, shall verify the same under oath; the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, any of the machines leased hereby has been entirely idle the lessee on or before the fifth day of the next

succeeding calendar month shall send to the office of the lessor in Boston the blank for said month for each such idle machine marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And the following agreements, stipulations, and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him which are lasted by the aid of machinery or shall fail or cease to use exclusively tacking mechanisms and appliances held by him under lease from the lessor, for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which is done by the aid of tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith by notice in writing this lease and license and any other lease or license of lasting machines, lasting machinery, last mechanisms, or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all lasting machines, lasting machinery, lasting mechanisms, and lasting devices held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also

if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor the sum of One Hundred and Fifty Dollars (\$150) for each machine hereby leased as compensation for setting up the leased machinery in his factory, for instructing operators, and for deterioration of the leased machinery; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by pre-paid

letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company, and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender

of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 500,141, dated June 27, 1893.	No. 696,740, dated April 1, 1902.
No. 510,972, dated Dec. 19, 1893.	Re No. 12,012, dated July 15, 1902.
No. 510,973, dated Dec. 19, 1893.	No. 718,586, dated Jan. 13, 1903.
No. 510,974, dated Dec. 19, 1893.	No. 726,087, dated April 21, 1903.
No. 510,975, dated Dec. 19, 1893.	No. 751,128, dated Feb. 2, 1904.
No. 510,976, dated Dec. 19, 1893.	No. 784,251, dated March 7, 1905.
No. 510,977, dated Dec. 19, 1893.	No. 786,047, dated March 28, 1905.
No. 510,978, dated Dec. 19, 1893.	No. 867,469, dated Oct. 1, 1907.
No. 518,933, dated April 24, 1894.	No. 873,018, dated Dec. 10, 1907.
No. 523,939, dated July 31, 1894.	No. 893,331, dated July 14, 1908.
No. 533,394, dated Jan. 29, 1895.	No. 893,440, dated July 14, 1908.
No. 560,767, dated May 26, 1896.	No. 910,251, dated Jan. 19, 1909.
No. 562,119, dated June 16, 1896.	No. 929,869, dated Aug. 3, 1909.
No. 564,931, dated July 28, 1896.	No. 931,809, dated Aug. 24, 1909.
No. 567,566, dated Sept. 8, 1896.	No. 933,738, dated Sept. 14, 1909.
No. 581,066, dated April 20, 1897.	No. 935,065, dated Sept. 28, 1909.
No. 584,741, dated June 15, 1897.	No. 935,090, dated Sept. 28, 1909.
No. 584,742, dated June 15, 1897.	No. 944,116, dated Dec. 21, 1909.
No. 584,743, dated June 15, 1897.	No. 946,620, dated Jan. 18, 1910.
No. 584,744, dated June 15, 1897.	No. 950,701, dated March 1, 1910.
No. 597,321, dated Jan. 11, 1898.	No. 959,874, dated May 31, 1910.
No. 663,471, dated Dec. 11, 1900.	No. 965,438, dated July 26, 1910.
No. 663,777, dated Dec. 11, 1900.	No. 974,202, dated Nov. 1, 1910.
No. 696,717, dated April 1, 1902.	No. 978,297, dated Dec. 13, 1910.

[On back:]

United Shoe Machinery Company.
 Lasting Machine Department.
 Consolidated Hand Method Machine.
 W. & T. 5-8. HH.
 Lease No. _____, Lessee.
 Date, _____ 19____
 Machines.

PLAINTIFF'S EXHIBIT 169.

[Put in Evidence, page 1765.]

Lasting Machine Department.**Lease and License Agreement Number**

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Boston Lasting Machine(s) No(s). ,

now or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform :—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall

be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the

leased machinery without the consent in writing of the lessor nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the same or any thereof shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand the sum of Fifty Dollars (\$50) for each machine so destroyed as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of all the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed: provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of

said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery is delivered to the lessee for use other than for lasting boots, shoes or other footwear, and the leased machinery shall not nor shall any part thereof be used for lasting in whole or in part or for performing any operation in connection with the lasting of any boots, shoes or other footwear, nor shall the leased machinery be used in the manufacture of any welted boots, shoes or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor, or in the manufacture of any turned boots, shoes or other footwear the soles of which have been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor, or in the manufacture of any boots, shoes or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or "Metallic" machinery or mechanisms not held by the lessee under lease from the lessor or in the manufacture of any boots, shoes or other footwear the heels of which have been or shall be compressed or prepared by the lessee in whole or in part or have been or shall be attached by the aid of any heeling machinery not held by the lessee under lease from the lessor.

Six. The lessee shall pay to the lessor as rent or royalty for the leased machinery the sum of dollars per year for each machine hereby leased for each and every year during the continuance of this lease and license, which sum shall be paid in equal monthly payments of dollars each for each machine hereby leased, made to the lessor at its office in Boston, Massachusetts, on or before the fifteenth day of each calendar month.

Seven. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with any such indicator or indicators.

And that the following stipulations and provisions are agreed to : —

Eight. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement ; but, inasmuch as the leased machinery is supplied to the lessee without cash payment covering the cost of manufacture, the lessor may at any time cancel and terminate this lease and license by giving to the lessee sixty days' notice in writing of its intention so to do. If any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term ; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or any other lease or license agreement from the

lessor or otherwise in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Pat-

ents " hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Eleven. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

Number.	Dated.	Number.	Dated.
508,780	Nov. 14, 1893.	591,790	Oct. 12, 1897.
513,820	Jan. 30, 1894.	594,811	Nov. 30, 1897.
515,269	Feb. 20, 1894.	823,664	June 19, 1906.
533,733	Feb. 5, 1895.	919,533	April 27, 1909.
540,869	June 11, 1895.	929,869	Aug. 3, 1909.
555,595	March 3, 1896.	946,708	Jan. 18, 1910.
561,832	June 9, 1896.	947,818	Feb. 1, 1910.
561,833	June 9, 1896.		

[On back:]

United Shoe Machinery Company.

Lasting Machine Department.

Boston Lasting Machine.

Lease No. , Lessee.

Date, 19 .

Machines.

PLAINTIFF'S EXHIBIT 170.

[Put in Evidence, page 1765.]

General Department.

[Form A. H. H., 1113.]

Lease and License Number .

This Lease and Agreement made at Boston in the State of Massachusetts this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof to use

McKay Sewing Machine(s) (Model B), No(s). , and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay

therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The leased machinery shall not nor shall any part thereof be used in the manufacture of any boots, shoes, or other footwear which have been or shall be lasted by the aid of any machines or devices not held by the lessee under lease from the lessor.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of one hundred dollars (\$100) for each machine hereby leased. The lessee shall also pay to the lessor as rental or royalty for the leased machinery the fixed sum of five dollars (\$5) per month for each machine hereby leased, payable on the fifteenth day of each calendar month in respect to the preceding calendar month.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. The lessee shall, if so requested by the lessor at any time, keep full and accurate accounts independently of any indicators that may be placed upon the leased machinery showing the number of boots, shoes and other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof shall be used, and shall, upon request, allow the lessor at any and at all times, by its agents or attorneys, to examine and take copies of all such accounts and entries of the lessee as may aid in determining the number of boots, shoes and other footwear, or portions thereof, operated upon by the leased machinery or any part thereof; and the lessee shall produce all such accounts and entries upon request. The lessee shall, if so requested by the lessor at any time, render to the lessor such statements and furnish to the lessor such other information as may be called for with reference to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to:—

Seven. This lease and license shall continue, unless sooner ter-

minated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums or any part thereof which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Eight. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or

by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery and also that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of said Letters Patent or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or ceasing of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender

of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

[On back:]

United Shoe Machinery Company.
General Department. H.

Lease No. , Lessee.

Date, 19 .

McKay Sewing Machine(s) (Model B) No(s).

PLAINTIFF'S EXHIBIT 171.

[Put in Evidence, page 1766.]

Lasting Machine Department.

[1215.]

Lease and License Agreement Number .

Ensign Lacing Machine.

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Ensign Lacing Machine(s), No(s). ,

and any duplicate parts, extras, mechanisms and devices relating

thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, together with all duplicate parts, extras, mechanisms and devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated,

shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand in respect to each machine so destroyed the sum of One Hundred Fifty Dollars (\$150) as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases,

licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used only for inserting lacings in the uppers of boots, shoes and other footwear which have been or shall be lasted by the use of Lasting Machines held by the lessee under lease from the lessor, and the leased machinery shall not nor shall any part thereof be used in the manufacture or preparation of any welted boots, shoes or other footwear or portions thereof which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor, or in the manufacture or preparation of any turned boots, shoes or other footwear or portions thereof the soles of which have been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor.

Six. The lessee as and by way of rent or royalty for the leased machinery shall pay to the lessor the fixed sum of one dollar and fifty cents (\$1.50) per month for each machine hereby leased upon

the fifteenth day of each calendar month. Independently of and in addition to said fixed rent or royalty of one dollar and fifty cents (\$1.50) per month for each machine hereby leased the lessee shall also pay to the lessor an additional rent or royalty of one-tenth of one cent per pair for each pair of boots, shoes or other footwear in the manufacture or preparation of which the leased machinery shall be used, such additional royalty to be due and payable on the last day of each calendar month in respect to all boots, shoes or other footwear in the manufacture or preparation of which the leased machinery shall have been used during the next preceding calendar month, **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month such additional rent or royalty in respect to all boots, shoes or other footwear operated upon by the leased machinery during the next preceding calendar month the lessor will, in consideration of such prompt payment, grant to the lessee a discount of fifty per cent. from such additional rent or royalty for such preceding calendar month.**

Seven. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor without the right to any discount, in lieu of the rental or

royalty of one-tenth of one cent per pair hereinbefore provided for the sum of one-eighth of one cent per pair for each pair of boots, shoes or other footwear, or portions thereof in the manufacture or preparation of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof has been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes and other footwear or portions thereof, made or prepared by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making or preparation of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee on or before the fifth day of the next succeeding calendar month shall send to the office of the lessor in Boston the blank for each such idle machine marked "not in use," and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight. If at any time the lessee shall fail or cease to use exclu-

sively lacing machinery held by him under lease from the lessor for doing all work in the manufacture of all boots, shoes and other footwear made by or for him, which is of the kind which lacing machinery put out by the lessor is adapted to perform and which is done by or for the lessee by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases of or licenses to use lacing machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nire. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations, and provisions in this agreement contained, and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor,

upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof, by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor the sum of One Hundred Dollars (\$100) for each machine hereby leased as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators; and the lessee for himself, his heirs, executors and administrators, successors and assigns hereby grants to the lessor, its successors and assigns, full right power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment or offset of any sum or sums or any part thereof which shall have been paid in any wise in respect to this lease and license or the leased machinery.

Ten. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty

for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Eleven. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Twelve. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Thirteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Eleven herein.)

740,938, October 6, 1903.	795,073, July 18, 1905.
767,844, August 16, 1904.	946,789, January 18, 1910.
779,008, January 3, 1905.	962,105, June 21, 1910.

Re. 12,638, April 23, 1907.

:[On back:]

United Shoe Machinery Company.

Lasting Machine Department.

Ensign Lacing Machine.

Lease No. , Lessee.

Date, 19 .

Machines.

PLAINTIFF'S EXHIBIT 172.

[Put in Evidence, page 1766.]

Eyeletting Department. [Form A. F. S., 1170.]

Lease and License Agreement Number .

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has a right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Duplex Eyeletting Machine(s) No(s).

now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said design-

nated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering,

repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the same or any thereof shall be destroyed by fire or otherwise before such expiration or termination and re delivery, the lessee shall pay to the lessor in respect to each machine so destroyed the sum of Two Hundred Dollars (\$200) as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed for the purposes of this article, to be assessed in respect to the machinery itself. In case at

any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall use the leased machinery to its full capacity on all boots, shoes, footwear and other articles made in his factory in the manufacture of which it can be used, but the leased machinery shall not nor shall any part thereof be used in the manufacture of any welted boots, shoes, or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor, or in the manufacture of any turn boots, shoes, or other footwear the soles of which have been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor or in the manufacture of any boots, shoes, or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or "Metallic" machinery or mechanisms not held by the lessee under lease from the lessor or in the manufacture of any boots, shoes, or other footwear the heels of which have been or shall be compressed or prepared by the lessee in whole or in part, or have been or shall be

attached by the aid of any "heeling" machinery not held by the lessee under lease from the lessor.

Six. The lessee, as rent or royalty for the leased machinery, shall purchase exclusively of the lessor or its authorized agents, at the prices from time to time established by the lessor, all eyelets used by him in or in connection with the leased machinery, and shall pay therefor upon the regular terms established by the lessor therefor.

Seven. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes, footwear, and other articles, or portions thereof in the manufacture or preparation of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, footwear, and other articles, or portions thereof, made or prepared or operated upon by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to

use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement; but in case at any time the lessee shall discontinue or suspend the operation of said factory, or shall discontinue or suspend the manufacture in said factory in the regular course of business of articles in the manufacture of which the leased machinery can be used, or if at any time or for any reason the lessee shall fail or cease to make regular use of the leased machinery in the ordinary course of business, then the lessor shall have the right at its option, by notice in writing to the lessee, to terminate forthwith the lease and license hereby granted, and in case at any time any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from

the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee, and in addition thereto the lessee shall also, without prejudice to any other rights or remedies of the lessor hereunder, pay to the lessor the sum of One Hundred Dollars (\$100) for each machine hereby leased as compensation for setting up the leased machinery in his factory, for instructing operators, and for deterioration of the leased machinery; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of

the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Eleven. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 603,023 Apr. 26, 1898.	No. 833,515 Oct. 16, 1906.
No. 605,574 June 14, 1898.	No. 874,669 Dec. 24, 1907.
No. 606,964 July 5, 1898.	No. 880,376 Feb. 25, 1908.
No. 636,175 Oct. 31, 1899.	No. 898,729 Sept. 15, 1908.

No. 638,994 Dec. 12, 1899.	No. 908,453 Jan. 5, 1909.
No. 663,389 Dec. 4, 1900.	No. 915,996 Mar. 23, 1909.
No. 672,056 Apr. 16, 1901.	No. 918,694 Apr. 20, 1909.
No. 672,884 Apr. 30, 1901.	No. 921,648 May 11, 1909.
No. 683,488 Oct. 1, 1901.	No. 926,903 July 6, 1909.
No. 707,643 Aug. 26, 1902.	No. 934,066 Sept. 14, 1909.
No. 707,644 Aug. 26, 1902.	

[On back:]

United Shoe Machinery Company.
 Duplex Eyeletting Department. S.
 Lease No. , Lessee.
 Date, 19 .
 Machines.

PLAINTIFF'S EXHIBIT 173.

[Put in Evidence, page 1766.]

Eyeletting Department.

[Form A. F. R., 1164.]

Lease and License Agreement Number . . .

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Vulcan Foot Power Eyeletting Machine(s) No(s).

Duplex Eyeletting Machine(s) No(s).

now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said

designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation,

or of altering, repairing, improving or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purpose of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount

thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, footwear and other articles made in his factory in the manufacture of which it can be used.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of dollars for each machine hereby leased, and the lessee shall also, as rent or royalty for the leased machinery, purchase exclusively of the lessor or its authorized agents, at the prices from time to time established by the lessor, all eyelets used by him in or in connection with the leased machinery, and shall pay therefor upon the regular terms established by the lessor therefor.

Six. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened.

And that the following stipulations and provisions are agreed to : —

Seven. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise, as herein provided, for the full term of this agreement; but in case at any time the lessee shall discontinue or suspend the operation of said factory, or shall discontinue or sus-

pend the manufacture in said factory in the regular course of business of articles in the manufacture of which the leased machinery can be used, or if at any time or for any reason the lessee shall fail or cease to make regular use of the leased machinery in the ordinary course of business, then the lessor shall have the right at its option, by notice in writing to the lessee, to terminate forthwith the lease and license hereby granted, and in case at any time any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants

to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee in addition and without prejudice to any other rights or remedies of the lessor hereunder shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or dis-

charge the lessee from the admissions and estoppels herein set forth.

Ten. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

No. 603,023 Apr. 26, 1898.	No. 707,644 Aug. 26, 1902.
No. 605,574 June 14, 1898.	No. 833,515 Oct. 16, 1906.
No. 606,964 July 5, 1898.	No. 874,669 Dec. 24, 1907.
No. 636,175 Oct. 31, 1899.	No. 880,376 Feb. 25, 1908.
No. 638,994 Dec. 12, 1899.	No. 898,729 Sept. 15, 1908.
No. 663,389 Dec. 4, 1900.	No. 908,453 Jan. 5, 1909.
No. 672,056 Apr. 16, 1901.	No. 915,996 Mar. 23, 1909.
No. 672,884 Apr. 30, 1901.	No. 918,694 Apr. 20, 1909.
No. 683,488 Oct. 1, 1901.	No. 921,648 May 11, 1909.
No. 707,643 Aug. 26, 1902.	No. 926,903 July 6, 1909.
	No. 934,066 Sept. 14, 1909.

[On back:]

United Shoe Machinery Company.
 Eyeletting Department.
 Duplex Eyeletting Machine.
 Vulcan Foot Power Eyeletting Machine. R.
 Lease No. , Lessee.
 Date, 19 .
 Machines.

PLAINTIFF'S EXHIBIT 174.

[Put in Evidence, page 1767.]

Eyeletting Department. (1607)

Lease and License Agreement Number

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Vulcan Foot Power Eyeletting Machine(s) No(s).
 now or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor.

The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, footwear and other articles made in his factory in the manufacture of which it can be used.

1193

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of dollars for each machine hereby leased, and the lessee shall also as rent or royalty for the leased machinery purchase exclusively of the lessor or its authorized agents at the prices from time to time established by the lessor all eyelets used by him in or in connection with the leased machinery and shall pay therefor upon the regular terms established by the lessor therefor.

Six. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened.

And that the following stipulations and provisions are agreed to: —

Seven. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee or otherwise as herein provided, for the full term of this agreement; but in case at any time the lessee shall discontinue or suspend the operation of said factory, or shall discontinue or suspend the manufacture in said factory, in the regular course of business, of articles in the manufacture of which the leased machinery can be used, or if at any time or for any reason the lessee shall fail or cease to make regular use of the leased machinery in the ordinary course of business, then the lessor shall have the right at its option, by notice in writing to the lessee, to terminate forthwith the lease and license hereby granted, and in case at any time any breach or default shall be made in the observance of any one or

more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained, and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith, at his own expense, deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee, for himself, his heirs, executors, administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof and take away the same; and the lessee in addition and without prejudice to any other rights or remedies of the lessor hereunder shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof, or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the con-

ditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

No. 603,023 Apr. 26, 1898.	No. 874,669 Dec. 24, 1907.
No. 605,574 June 14, 1898.	No. 880,376 Feb. 25, 1908.
No. 606,964 July 5, 1898.	No. 898,729 Sept. 15, 1908.
No. 636,175 Oct. 31, 1899.	No. 908,453 Jan. 5, 1909.
No. 638,994 Dec. 12, 1899.	No. 915,996 Mar. 23, 1909.
No. 663,389 Dec. 4, 1900.	No. 918,694 Apr. 20, 1909.
No. 672,056 Apr. 16, 1901.	No. 921,648 May 11, 1909.
No. 672,884 Apr. 30, 1901.	No. 926,903 July 6, 1909.
No. 683,488 Oct. 1, 1901.	No. 934,066 Sept. 14, 1909.
No. 707,643 Aug. 26, 1902.	No. 964,626 July 19, 1910.
No. 707,644 Aug. 26, 1902.	No. 989,058 Apr. 11, 1911.
No. 833,515 Oct. 16, 1906.	No. 1,006,011 Oct. 17, 1911.

[On back:]

United Shoe Machinery Company.

Eyeletting Department.

Vulcan Foot Power Eyeletting Machine.

Lease No.

, Lessee.

Date,

19 .

Machines.

PLAINTIFF'S EXHIBIT 175.

[Put in Evidence, page 1774.]

Boston, Mass., February 11, 1899.

To the Stockholders of the Consolidated & McKay Lasting Machine Company : —

The United Shoe Machinery Company, organized under the laws of the State of New Jersey, with an authorized capital of 1,000,000 shares, one half six per cent preferred stock, one half common stock with equal voting power, each share of the par value of \$25, has already contracted for the control of the property or stock of the following companies: —

Consolidated & McKay Lasting Machine Company,
Goodyear Shoe Machinery Company,
McKay Shoe Machinery Company,
International Goodyear Shoe Machinery Company,
Goodyear Shoe Machinery Company of Canada,
Eppler Welt Machine Company,
International Eppler Welt Machine Company,
Davey Pegging Machine Company,

The entire floating debt of the above companies will be paid, and there will remain in the treasury of the new company after acquiring the above-named companies at least \$500,000 in cash, and at least 150,000 shares of the preferred stock, and 150,000 shares of the common stock.

For each share of Preferred Stock of the Consolidated & McKay Lasting Machine Company will be given one and two-thirds shares of the preferred stock of the United Company, and \$1.00 in cash ;

For each share of the Common Stock of the Consolidated & McKay Lasting Machine Company will be given one share of common stock, and one-half share of preferred stock of the United Company, and \$4.50 cash ;

Provided, that certificates of Consolidated & McKay Lasting Machine Company stock, duly endorsed and assigned to the United Shoe Machinery Company with proper revenue stamps affixed and canceled, are delivered on or before March 1, 1899, to the

American Loan and Trust Company,
No. 53 State Street, Boston.

Temporary certificates of the United Shoe Machinery Company will be issued until engraved certificates can be prepared, and scrip will be issued for fractions of shares.

The United Company will apply for the listing of its shares upon the Boston and New York Stock Exchanges, and expects to pay dividends at the rate of six per cent upon the preferred stock, and at the rate of at least eight per cent upon the common stock, the first dividend to be paid April 1, 1899.

The officers of the new company are : —

Sidney W. Winslow	.	.	.	.	President.
John H. Hanan,	}	.	.	Vice-Presidents.	
Wallace F. Robinson,					
Orlando E. Lewis,					
George W. Brown	.	Treasurer and General Manager.			
Louis H. Baker	.	.	.	.	Secretary.

The undersigned Directors of the Consolidated & McKay Lasting Machine Company believe that the United Shoe Machinery Company will show much larger net earnings than the aggregate net earnings of the several companies whose stock is to be acquired, by reason of increase in business, economies in administration and decrease in expenses, and cessation of patent litigation between the companies, which has been expensive to them and annoying to shoe manufacturers; and believe that these results can be attained without increase of cost to the users of machinery made by the Company, and that better attention to the care of machines and greater assistance to the users can be afforded.

They confidently expect that the shares of the United Company will prove to be more valuable and a better paying investment than the stock of the Consolidated & McKay Lasting Machine Company, and, having exchanged their stock in the Consolidated & McKay Lasting Machine Company for stock in the United Company on the above-named basis, they recommend to Consolidated & McKay Lasting Machine Company stockholders likewise to deposit and exchange their shares.

WALLACE F. ROBINSON, President.
GEORGE W. BROWN, Treasurer.
SIDNEY W. WINSLOW.
WILLIAM H. COOLIDGE.
WILLIAM S. EATON.
EDWARD P. HURD.
SAMUEL WEIL.
FRANK WOOD.

PLAINTIFF'S EXHIBIT B FOR IDENTIFICATION.

[Put in Evidence, page 1835.]

Post-office address of Company in Massachusetts: Eppler Welt
Machine C. 125 Kingston St Boston Mass.

[Acts of 1891, Chap. 341.]

Section 1. All corporations chartered or organized under the laws of another state or country and having a usual place of business in this Commonwealth, shall annually in the month of March make and file in the office of the secretary of the Commonwealth a certificate, signed and sworn to by its president, treasurer, and at least a majority of its directors, stating the amount of its capital stock as it then stands fixed by the corporation, the amount then paid up, and the assets and liabilities of the corporation, in such form as the commissioner of corporations shall require or approve. This section shall not apply to railroad companies, nor to mining and manufacturing companies actually conducting their mining and manufacturing operations wholly without the Commonwealth, nor to those foreign corporations which are required to make annual returns to other officers of the Commonwealth than the commissioner of corporations.

Section 2. Repealed.

Sections 3 and 4 provide for certificates of increase and decrease of capital stock.

Section 5. Every certificate required to be filed by this act shall, before filing, be submitted to the commissioner of corporations, who shall examine the same, and if it appears to him to be a suffi-

cient compliance with the requirements of this act he shall certify his approval thereof by endorsement upon the same.

Section 9. The fee to be paid by the corporation for filing the certificate of condition required by this act shall be five dollars,
... [Approved May 16, 1891.]

[Acts of 1894, Chap. 541.]

Section 1. Every corporation which shall omit to file the annual statement required by section one of chapter three hundred and forty-one of the acts of the year eighteen hundred and ninety-one shall forfeit not less than five nor more than ten dollars for each and every day for fifteen days after the first day of April, and not less than ten nor more than two hundred dollars for each and every day thereafter while said omission continues, to be recovered by an information brought in the supreme judicial court in the name of the attorney-general, at the relation of the commissioner of corporations; and upon such information the court may issue an injunction restraining the further prosecution of the business of the corporation named therein until the sums so forfeited are paid with interest and costs, and until the returns required by this act are made.

See also Acts of 1895, Chaps. 157, 311, and Acts of 1896, Chap. 391.

We, Andrew Eppler Vice President, George Strong Treasurer, and Chas Curtis W F Halsall W H Stacy & H A Harrington being a majority of the Directors of^a Eppler Welt Machine Co a Corporation organized under the laws of the State of Maine having a usual place of business in Boston in the Commonwealth of Massachusetts, in compliance with the provisions of chapter three hundred and forty-one of the Acts of 1891, do hereby certify, that the amount of capital stock as it stood fixed by said Corporation on the 1st day of March, A. D. 1896 was six hundred thousand dollars.

That the amount thereof then paid in was^b \$600,000.00 dollars.

That the assets and liabilities of the Corporation^c at that date were as follows: —

Assets.		Liabilities.	
Real Estate, viz. :	\$	Capital stock _a	. \$600000.00
Land		Debts . . . .	. 20397.52
Buildings . . .		Reserves,	
Machinery estimated,	4675.00	Balance Profit and	
Other Assets, viz. :		Loss	
Cash and debts re-			
ceivable	9200.78		
Manufactures, mer-			
chandise, mate-			
rial and stock in			
process estimated	4000.00		
Patent rights . .	558766.74		
Loans secured by			
mortgage			
Miscellaneous . .	43755.		
Balance Profit and			
Loss			
Total	620397.52	Total	620397.52

In Witness Whereof, we have hereto signed our names, this first day of April in the year eighteen hundred and ninety-six.

Andrew Eppler

George Strong

Charles Curtis

W. F. Halsall

W. H. Stacy

H. A. Harrington

Directors

ANDREW EPPLER Vice Pres

GEORGE STRONG Treas

State of Massachusetts

County of Suffolk ss

Boston, April first, 1896.

Then personally appeared the above-named George Strong Charles Curtis W. F. Halsall W H Stacy H A Harrington Andrew Eppler and severally made oath that the foregoing certificate, by them subscribed, is true to the best of their knowledge and belief. Before me,

David L. Bowers Justice of the Peace.

If out of Massachusetts, oath before a Commissioner for Massachusetts or Notary Public ; if within Massachusetts, before a Notary Public or Justice of the Peace.

Instructions.

This return must be filed in March, and the fee of five dollars for filing paid at that time.

a. Give correct Corporate name in full.

b. The amount of capital stock at par value issued and the amount paid in by assessment should be considered as paid in.

c. The amount of capital stock fixed or paid in should be of March. If the assets and liabilities are of a prior date, insert the date at which the figures apply.

d. Liability on account of capital stock is for the amount paid in as above specified. Shares never issued are not an asset or liability.

[On back:]

[Foreign Corporations.]

Eppler Welt Machine Company. Fee \$5.00 paid.

Certificate of Condition.

Acts of 1891. Chap. 341 ; 1895, Chap. 311.

Filed in the office of the Secretary of the Commonwealth,
April 2, 1896.

I hereby approve the within certificate, this Second day of April

A. D. eighteen hundred and ninety-six

Chas Endicott Commissioner of Corporations.

Received Apr. 2 1896 Secretary's Office.

Commissioner of Corporations Apr 2 1896

THE COMMONWEALTH OF MASSACHUSETTS.

Office of the Secretary.

Boston, June 18, 1913.

A true copy.

Witness the Great Seal of the Commonwealth.

FRANK J. DONAHUE

Secretary of the Commonwealth.

[SEAL]

PLAINTIFF'S EXHIBIT C FOR IDENTIFICATION.

[Put in Evidence, page 1835.]

Post-office address of Company in Massachusetts: Eppler Welt Machine Co., 125 Kingston St., Boston.

[Acts of 1891, Chap. 341.]

Section 1. All corporations chartered or organized under the laws of another state or country and having a usual place of business in this Commonwealth, shall annually in the month of March make and file in the office of the secretary of the Commonwealth a certificate, signed and sworn to by its president, treasurer, and at least a majority of its directors, stating the amount of its capital stock as it then stands fixed by the corporation, the amount then paid up, and the assets and liabilities of the corporation, in such form as the commissioner of corporations shall require or approve. This section shall not apply to railroad companies, nor to mining and manufacturing companies actually conducting their mining and manufacturing operations wholly without the Commonwealth, nor to those foreign corporations which are required to make annual returns to other officers of the Commonwealth than the commissioner of corporations.

Section 2. Repealed.

Sections 3 and 4 provide for certificates of increase and decrease of capital stock.

Section 5. Every certificate required to be filed by this act shall, before filing, be submitted to the commissioner of corporations, who shall examine the same, and if it appears to him to be a sufficient compliance with the requirements of this act he shall certify his approval thereof by endorsement upon the same.

Section 6. The fee to be paid by the corporation for filing the certificate of condition required by this act shall be five dollars,
... [Approved May 16, 1891.]

[Acts of 1894, Chap. 541.]

Section 1. Every corporation which shall omit to file the annual statement required by section one of chapter three hundred and forty-one of the acts of the year eighteen hundred and ninety-one

shall forfeit not less than five nor more than ten dollars for each and every day for fifteen days after the first day of April, and not less than ten nor more than two hundred dollars for each and every day thereafter while said omission continues, to be recovered by an information brought in the supreme judicial court in the name of the attorney-general, at the relation of the commissioner of corporations; and upon such information the court may issue an injunction restraining the further prosecution of the business of the corporation named therein until the sums so forfeited are paid with interest and costs, and until the returns required by this act are made.

See also Acts of 1895, Chaps. 157, 311, and Acts of 1896, Chap. 391.

We, Andrew Eppler Vice President, Walter B. Trowbridge Treasurer, and W. F. Halsall, Wm. H. Stacy, Chas. Curtis, H. A. Harrington, H. E. Hibbard, being a majority of the Directors of ^a Eppler Welt Machine Co. a Corporation organized under the laws of the State of Maine having a usual place of business in Boston in the Commonwealth of Massachusetts, in compliance with the provisions of chapter three hundred and forty-one of the Acts of 1891, do hereby certify, that the amount of capital stock as it stood fixed by said Corporation on the first day of March, A. D. 1897 was Six hundred thousand 00/100 dollars.

That the amount thereof then paid in was^b Six hundred thousand and 00/100 dollars.

That the assets and liabilities of the Corporation^c at that date were as follows:—

Assets.	\$	Liabilities.	\$
Real Estate, viz.:		Capital stock ^d . .	600000.00
Land . . .		Debts . . .	13727.40
Buildings . .		Reserves,	
Machinery estimated	5125.00	Balance Profit and	
Other Assets, viz.:		Loss . . .	
Cash and debts receivable . . .	10339.87		

Manufactures, merchandise, material and stock in process estimated	34862.53		
Patent rights	489200.00		
Loans secured by mortgage			
Miscellaneous	74200.00		
Balance Profit and Loss			
Total	613727.40	Total	613727.40

In Witness Whereof, we have hereto signed our names, this 31st day of March in the year eighteen hundred and ninety-7

W. F. HALSALL

W. H. STACY

ANDREW EPPLER Vice Pres.

CHARLES CURTIS

HERBERT A. HARRINGTON

HERMAN E. HIBBARD

WALTER B. TROWBRIDGE Treas.

State of Massachusetts

Suffolk ss.

March 31, 1897.

Then personally appeared the above-named Andrew Eppler, Walter B. Trowbridge, W. F. Halsall, W. H. Stacy, Charles Curtis Herbert A. Harrington and Herman E. Hibbard and severally made oath that the foregoing certificate, by them subscribed, is true to the best of their knowledge and belief. Before me,

[SEAL]

William F. Bacon Notary Public

If out of Massachusetts, oath before a Commissioner or Notary Public; if within Massachusetts, before a Notary Public or Justice of the Peace.

Instructions.

This return must be filed in March, and the fee of five dollars for filing paid at that time.

a. Give correct Corporate name in full.

b. The amount of capital stock at par value issued and the amount paid in by assessment should be considered as paid in.

c. The amount of capital stock fixed or paid in should be of March. If the assets and liabilities are of a prior date, insert the date at which the figures apply.

d. Liability on account of capital stock is for the amount paid in as above specified. Shares never issued are not an asset or liability.

[On back:]

[Foreign Corporations.]

Eppler Welt Machine Company Fee \$5.00 paid

Certificate of Condition.

Acts of 1891, Chap. 341; 1895, Chap. 311.

Filed in the office of the Secretary of the Commonwealth, March 31, 1897

I hereby approve the within certificate, this 31st day of March

A. D. eighteen hundred and ninety-seven

Chas Endicott Commissioner of Corporations.

Received Mar 31 1897 Corporation Division, Secretary's Office.

Commissioner of Corporations Mar 31 1897

THE COMMONWEALTH OF MASSACHUSETTS.

Office of the Secretary.

Boston, June 18, 1913.

A true copy.

Witness the Great Seal of the Commonwealth.

FRANK J. DONAHUE

[SEAL]

Secretary of the Commonwealth.

PLAINTIFF'S EXHIBIT D FOR IDENTIFICATION.

[Put in Evidence, page 1835.]

Post-office address of Company in Massachusetts: Eppler Welt Machine Co., 54 Lincoln St., Boston.

[Acts of 1891, Chap. 341.]

Section 1. All corporations chartered or organized under the laws of another state or country and having a usual place of business in this Commonwealth, shall annually in the month of March make and file in the office of the secretary of the Commonwealth a

certificate, signed and sworn to by its president, treasurer, and at least a majority of its directors, stating the amount of its capital stock as it then stands fixed by the corporation, the amount then paid up, and the assets and liabilities of the corporation, in such form as the commissioner of corporations shall require or approve. This section shall not apply to railroad companies, nor to mining and manufacturing companies actually conducting their mining and manufacturing operations wholly without the Commonwealth, nor to those foreign corporations which are required to make annual returns to other officers of the Commonwealth than the commissioner of corporations.

Section 2. Repealed.

Sections 3 and 4 provide for certificates of increase and decrease of capital stock.

Section 5. Every certificate required to be filed by this act shall, before filing, be submitted to the commissioner of corporations, who shall examine the same, and if it appears to him to be a sufficient compliance with the requirements of this act he shall certify his approval thereof by endorsement upon the same.

Section 6. The fee to be paid by the corporation for filing the certificate of condition required by this act shall be five dollars, . . . [Approved May 16, 1891.]

[Acts of 1894, Chap. 541.]

Section 1. Every corporation which shall omit to file the annual statement required by section one of chapter three hundred and forty-one of the acts of the year eighteen hundred and ninety-one shall forfeit not less than five nor more than ten dollars for each and every day for fifteen days after the first day of April, and not less than ten nor more than two hundred dollars for each and every day thereafter while said omission continues, to be recovered by an information brought in the supreme judicial court in the name of the attorney-general, at the relation of the commissioner of corporations; and upon such information the court may issue an injunction restraining the further prosecution of the business of the corporation named therein until the sums so forfeited are paid with

interest and costs, and until the returns required by this act are made.

See also Acts of 1895, Chaps. 157, 311, and Acts of 1896, Chap. 391.

We, Geo. E. Keith President, Walter S. Batchelder Acting Treasurer, and W. H. Stacy, Andrew Eppler, W. F. Halsall, George Strong, Charles Curtis being a majority of the Directors of Eppler Welt Machine Co a Corporation organized under the laws of the State of Maine having a usual place of business in Boston in the Commonwealth of Massachusetts, in compliance with the provisions of chapter three hundred and forty-one of the Acts of 1891, do hereby certify, that the amount of capital stock as it stood fixed by said Corporation on the first day of March, A. D. 1898 was Six hundred thousand dollars.

That the amount thereof then paid was^b Five hundred seventy-two thousand nine hundred ninety dollars.

That the assets and liabilities of the Corporation^c at that date were as follows:—

Assets.	\$	Liabilities.	\$
Real Estate, viz.:		Capital stock ^d	572990.00
Land . . .		Debts . . .	5557.44
Buildings . .		Reserves . .	
Machinery . .	19977.03	Balance Profit and	
Other Assets, viz.:		Loss . . .	2428.35
Cash and debts receivable . .	10421.09		
Manufactures, merchandise, material and stock in process . .			
Patent rights . .	245853.61		
Machines in Factories . . .	287010.90		

Loans secured by			
mortgage	.		
Miscellaneous	.	17713.16	
Balance Profit and			
Loss	.	.	
Total		<u>580975.79</u>	Total <u>580975.79</u>

In Witness Whereof, we have hereto signed our names, this thirtieth day of March in the year eighteen hundred and ninety-eight.

GEO. E. KEITH President Eppler Welt Mach Co
 WALTER S. BATCHELDER Acting Treasurer
 W. H. STACY
 ANDREW EPPLER
 W. F. HALSALL
 GEORGE STRONG
 CHARLES CURTIS

State of Massachusetts

Suffolk County ss.

Boston, March 30, 1898.

Then personally appeared the above-named George E. Keith Walter S. Batchelder, W. H. Stacy Andrew Eppler, W. F. Halsall George Strong and Charles Curtis and severally made oath that the foregoing certificate, by them subscribed, is true to the best of their knowledge and belief. Before me,

[SEAL]

David L. Bowers Notary Public

If out of Massachusetts, oath before a Commissioner for Massachusetts or Notary Public; if within Massachusetts, before a Notary Public or Justice of the Peace.

Instructions.

This return must be filed in March, and the fee of five dollars for filing paid at that time.

a. Give correct Corporate name in full.

b. The amount of capital stock at par value issued and the amount paid in by assessment should be considered as paid in.

c. The amount of capital stock fixed or paid in should be of March. If the assets and liabilities are of a prior date, insert the date at which the figures apply.

d. Liability on account of capital stock is for the amount paid in as above specified. Shares never issued are not an asset or liability.

Boston Mch 30 1898

I, Edward Brown of Boston the duly selected Auditor of The Eppler Welt Machine Co a corporation duly established by law, hereby certify that I have this day completed the examination of the books of said corporation, and its certificate of condition as executed by its officers, to which this certificate is attached, and find that said certificate represents the true condition of the affairs of said corporation as disclosed by its books. This certificate is made by me in compliance with the provisions of chapter 492 of the Acts of the year 1897.

Edward Brown, Auditor.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston March 30 1898.

Then personally appeared the above-named Edward Brown and made oath that the above certificate by him subscribed is true.

Before me,

David L. Bowers Justice of the Peace.

[On back:]

[Foreign Corporations.]

Eppler Welt Machine Company. Fee \$5.00 paid.

Certificate of Condition.

Acts of 1891, Chap. 341; 1895, Chap. 311.

Filed in the office of the Secretary of the Commonwealth, March 30, 1898.

I hereby approve the within certificate, this 30th day of March

A. D. eighteen hundred and ninety-eight

Chas Endicott Commissioner of Corporations.

Commissioner of Corporations Mar 30 1898

Received Mar 30 1898 Corporation Division, Secretary's Office.

COMMONWEALTH OF MASSACHUSETTS.

Office of the Secretary.

Boston, June 18, 1913.

A true copy.

Witness the Great Seal of the Commonwealth.

FRANK J. DONAHUE

[SEAL]

Secretary of the Commonwealth.

PLAINTIFF'S EXHIBIT 176.

[Put in Evidence, page 1899.]

Independent Lease.

Metallic Department.

301

Lease and License Number 1225.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *twenty fourth* day of January 1902, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Curtis, Jones and Company*, of *Reading Pennsylvania* hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines known as "Metallic Department" machinery now or hereafter delivered to the lessee and designated by number in the following schedule, viz. :—

SCHEDULE OF MACHINES.

Rapid Standard Screw Machine, No.

Old Style Standard Screw Machine, No.

Loose Nailing Machine, No. 212, 611, 625, 515, 702

Universal Slugging Machine, No. 240

Taper Nail Tacking Machine (D. H.), No. 1236 }
1237 }

Taper Nail Tacking Machine (S. H.), No.

String Nail Tacking Machine, No. 589

Power Welt Tacking Machine, No.
Cable Tacking Machine, No.
Universal Quilting Machine, No.
Heel Protector Driving Machine, No.
Grip Slugging Machine, No.
Grip Clinch Machine, No.
Grip Tacking Machine, No.
Lewis Nailing Machine, No.
Spatter Quilting Machine, No.
National Slugging Machine, No.
Simplex Slugging Machine, No.
Champion Heel Seat Nailing Machine, No.
Champion Slugging Machine, No.
Staple Fastening Machine, No.
Automatic Staple Nailing Machine, No.
Universal Double Clinch Machine, No.
Gordon Staple Tacking Machine, No.
Corrugated Wire Tacking Machine, No.

and any duplicate parts, extras, mechanisms and devices, relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct

employ, and only in the factory now occupied by him at *Reading* in the State of *Pennsylvania*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust, or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any

addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license or the right to payments hereunder, upon whomsoever assessed. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the leased machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee, as rent and royalty for the leased machinery, shall purchase exclusively of the lessor all the fastening material by him in or in connection with the leased machinery, and shall pay the lessor in cash on delivery the regular and uniform prices therefor as established from time to time by the lessor, which shall not be more than ten (10) per cent. in excess of the prices to be established from time to time by the lessor for like fastening material to be used in its Metallic Department machinery by lessees who shall agree not to use the Metallic Department machinery leased to them in the manufacture of boots or shoes which are lasted on machines other than those leased from the lessor, or of welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or of turned shoes the soles of which are not attached by turn sewing machines leased from the lessor.

Five. The lessor may attach to the leased machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the

lessee as may serve to indicate the total number of boots, shoes and other footwear or portions thereof made by the aid of the leased machinery or any part thereof and the lessee shall produce all such papers and books upon request.

And that the following agreements, stipulations and provisions are agreed to :—

Six. The lessee for a period of five years from the date of this lease and license shall use the leased machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, and his failure to use the leased machinery to its full capacity shall render him liable in damages to the lessor. During the remainder of the term of this lease and license after five years from the date hereof, the lessee shall continue to use the leased machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit.

In case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic Department machinery which he has under lease from the lessor will permit, then the lessee shall take from the lessor under a like lease and license sufficient additional Metallic Department machinery to perform the work, and the lessor shall lease such additional Metallic Department machinery to the lessee from time to time when required by the lessee, under a like lease and license if this lease and license is then in force, and if the lessee is not then in default in respect to any of the conditions, agreements, stipulations, and provisions in this lease and license contained.

Whenever for a period of three consecutive months the lessee shall fail to use all the leased machinery to an amount that will give to each machine at least three-fourths of a fair day's work during such period, the lessee from time to time and at all times upon the written request of the lessor, shall return to the lessor by delivery at its office or factory, such of the leased machinery as, in the opinion of the lessor, shall not be reasonably required by the lessee in the operation of his said factory, and shall pay to the lessor such

sums as may be necessary to put the machinery so returned in suitable order and condition to lease to another lessee.

The lessee hereby agrees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred (400) pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three (33) pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle. Upon any breach or default on the part of the lessee in the observance of the agreements, stipulations and provisions in this article "Six" contained, the lessor, although it may have waived or ignored prior breaches or defaults, may, at its option, terminate forthwith by notice in writing this lease and license and any other lease or license of Metallic Department machines, machinery or devices, like those or any of them mentioned in the foregoing Schedule of Machines, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all Metallic Department machinery held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor, free from all claims and demands whatsoever, and the lessee shall thereupon pay to the lessor such sum as shall be necessary to put all such machinery in suitable order and condition to lease to another lessee; but a breach or default on the part of the lessee in the observance of his agreements in respect to the extent of the use of the leased machinery and the amount of fastening material to be purchased by him in this article "Six" contained shall not entitle the lessor to any other remedy than the right to terminate this lease and license and any other lease or license of Metallic Department machinery as above provided, except the right to damages for breach of the first agreement, covering the term of five years, in this article "Six" contained and therein expressly given.

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the

lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also, if the lessor so elects, any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term, but thereafter either the lessee, or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease and license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee, in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee.

Eight. Whenever the right to terminate this lease and license shall have accrued to the lessor, a notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Nine. The lessee admits the validity of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth, so far as any act committed during the existence of this lease and license is concerned.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company, and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on

and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

Twelve. The lessee, if not in default in respect to any of the conditions, agreements, stipulations and provisions herein contained, upon giving six months' notice in writing to the lessor of his intention so to do, shall have the privilege of surrendering this lease and license, by executing such other form of lease and license agreement in respect to the leased machinery as the lessor shall have in use at the time of such surrender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

CURTIS JONES & Co.

F. W. Curtis

UNITED SHOE MACHINERY Co. [SEAL]

L. H. Baker, Secretary.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

Nos. 297,718, April 29, 1884; 319,127, June 2, 1885; 325,274, Sept. 1, 1885; 325,275, Sept. 1, 1885; 334,361, Jan. 12, 1886; 334,362, Jan. 12, 1886; 334,809, Jan. 26, 1886; 346,127, July 27, 1886; 346,128, July 27, 1886; 346,129, July 27, 1886; 346,130, July 27, 1886; 354,051, Dec. 7, 1886; 354,052, Dec. 7, 1886; 364,776, June 14, 1887; 364,777, June 14, 1887; 364,778, June 14, 1887; 364,779, June 14, 1887; 380,662, April 3, 1888; 403,081, May 7, 1889; 410,927, Sept. 10, 1889; 413,463, Oct. 22, 1889; 416,272, Dec. 3, 1889; 429,862, June 10, 1890; 431,339, July 1, 1890; 432,074, July 15, 1890; 440,723, Nov. 18, 1890; 447,257, March 3, 1891; 447,359, March 3, 1891; 457,257, Aug. 4, 1891; 459,698, Sept. 15, 1891; 487,404, Dec. 6, 1892; 520,437, May 29, 1894; 525,066, Aug. 28, 1894; 554,200, Feb. 4, 1896; 554,921, Feb. 18, 1896; 555,314, Feb. 25, 1896; 560,968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,-

703, June 23, 1896; 578,696, March 9, 1897; 579,390, March 23, 1897; 582,579, May 11, 1897; 582,580, May 11, 1897; 591,658, Oct. 12, 1897; 601,255, March 29, 1898; 610,475, Sept. 6, 1898; 612,799, Oct. 18, 1898; 612,487, Oct. 18, 1898; 287,375, Oct. 23, 1883; 288,421, Nov. 13, 1883; 288,422, Nov. 13, 1883; 288,423, Nov. 13, 1883; 288,424, Nov. 13, 1883; 288,425, Nov. 13, 1883; 289,103, Nov. 27, 1883; 300,077, June 10, 1884; 301,114, July 1, 1884; 301,493, July 8, 1884; 310,816, Jan. 13, 1885; 310,817, Jan. 13, 1885; 329,031, Oct. 27, 1885; 329,449, Nov. 3, 1885; 331,925, Dec. 8, 1885; 331,926, Dec. 8, 1885; 351,372, Oct. 26, 1886; 356,107, Jan. 18, 1887; 360,428, April 5, 1887; 360,585, April 5, 1887; 370,135, Sept. 20, 1887; 370,136, Sept. 20, 1887; 373,234, Nov. 15, 1887; 373,549, Dec. 6, 1887; 383,455, May 29, 1888; 385,801, July 10, 1888; 385,802, July 10, 1888; 388,128, Aug. 21, 1888; 398,606, Feb. 26, 1889; 398,891, March 5, 1889; 403,835, May 21, 1889; 402,014, April 23, 1889; 429,527, June 3, 1890; 429,528, June 3, 1890; 440,805, Nov. 18, 1890; 443,077, Dec. 16, 1890; 451,001, April 21, 1891; 456,113, July 14, 1891; 472,638, April 12, 1892; 467,104, Jan. 12, 1892; 475,729, May 24, 1892; 475,868, May 31, 1892; 478,054, June 28, 1892; 478,055, June 28, 1892; 478,056, June 28, 1892; 490,621, Jan. 24, 1893; 490,622, Jan. 24, 1893; 490,623, Jan. 24, 1893; 490,624, Jan. 24, 1893; 490,625, Jan. 24, 1893; 493,910, March 21, 1893; 502,212, July 25, 1893; 245,487, Sept. 3, 1895; 552,903, Jan. 14, 1896; 556,501, March 17, 1896; 559,129, April 28, 1896; 559,130, April 28, 1896; 563,478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 577,235, Feb. 16, 1897; 581,458, April 27, 1897; 581,459, April 27, 1897; 584,775, June 22, 1897; 587,144, July 27, 1897; 602,184, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 609,874, Aug. 30, 1898; 611,990, Oct. 4, 1898; 611,991, Oct. 4, 1898; 611,405, Sept. 27, 1898; 335,154, Feb. 2, 1886; 447,681, March 3, 1891; 521,369, June 12, 1894; 571,227, Nov. 10, 1896; 347,323, Aug. 17, 1886; 575,296, Jan. 12, 1897; 538,322, April 30, 1895; 610,320, Sept. 6, 1898; 280,267, June 26, 1883; 291,443, Jan. 1, 1884; 299,041, May 20, 1884; 301,-

464, July 1, 1884; 335,260, Feb. 2, 1886; 335,261, Feb. 2, 1886; 341,193, May 4, 1886; 426,274, April 22, 1890; 434,274, Aug. 12, 1890; 607,924, July 26, 1898; 615,481, Dec. 6, 1898; 548,-343, Oct. 22, 1895; 586,153, July 13, 1897; 586,154, July 13, 1897; 669,022, Feb. 26, 1901; 669,023, Feb. 26, 1901; 669,024, Feb. 26, 1901; 669,025, Feb. 26, 1901; 669,026, Feb. 26, 1901.

[On back:]

United Shoe Machinery Company.

Metallic Department.

Independent Lease.

Lease No. 1225 Curtis Jones & Co., Lessee.

Date, January 24, 1902.

Machines.

Duplicate under date 10/9-1902.

PLAINTIFF'S EXHIBIT 177.

[Put in Evidence, page 1902.]

THE COMMONWEALTH SHOE & LEATHER CO. BOSTON

April 5, 1911.

Mr. F. W. Merrick, Pres., 229 Marginal St., E. Boston, Mass.

Dear Sir: — Your favor of the 5th, offering to supply us with a Curved Needle Sole Stitcher, was duly received. I have seen your machine in operation and it looks like an exceedingly useful stitcher. Its simplicity appeals to me, and the proposition you make would interest us at once, if we were at liberty to use any machinery except that produced by the United Shoe Machinery Co. You know, their leases bind us absolutely to confine our operations wholly to machines produced by them.

I have long felt that these leases were illegal, and not, therefore, enforceable. We might, perhaps, consider the use of your machine in spite of the leases, except for the fact that we fear the power of the United Co. to destroy our business. They have bought out and closed up so many outside machinery manufacturers, that it would be impossible for us to supply ourselves with such other machinery as was needed, in case they saw fit to remove their machinery now in operation in our factory. This, you know,

they have a right to do under the rider attached to the leases issued in this state. It would clearly be possible for them to put us entirely out of business, if we should undertake to use your machine, and threats to this effect which they have frequently made in dealings with other concerns, indicate a hazard in doing business with you, far too serious for us to consider.

Regretting very much the existence of this condition, and hoping at some time to be relieved of this unreasonable restraint, we are

Yours very truly,

THE COMMONWEALTH SHOE & LEATHER CO.

Chas. H. Jones, Pres.

PLAINTIFF'S EXHIBIT 178.

[Put in Evidence, page 1902.]

OFFICERS & DIRECTORS:

Henry W. Peters,
President.
Fred W. Peters,
Vice-President,
F. August Sudholt,
Secretary.
H. Stuart Butler,
Treasurer.
Chas. H. Peters,
Frank L. Osborne,
Francis H. Peters,
Fred'k W. Peters,
H. M. Zimmerman.

Ex. 86 — J. W. M.

PETERS SHOE CO.

Paid-up Capital,
Two Million Dollars.

Trade Mark.

Peters Shoe Co's
Diamond Brand
St. Louis.

ADVISORY COMMITTEE:

Henry C. Stribling,
Chairman,
F. A. Brickenkamp,
Wm. Haiden Brooks,
Arthur W. Goodall,
John B. Howell.
Ed. Massengill,
Edwin H. Peters,
Wm. C. Shepherd,
Robert E. Smith,
John L. Taylor,
Charles E. Zelle.

St. Louis, 4/24/11.

F. W. Merrick, c/o Union Lock-Stitch Co., East Boston, Mass.

Dear Sir: — Replying to your favor of recent will say, we do not doubt in the least but what your curyed needle out sole stitching machine is capable of doing all you say it can do, but at the present, however, we are not in position to consider your machine on account of the lease signed with the United Shoe Machinery Co. Perhaps we can come together at some future time.

Yours very truly,

PETERS SHOE CO.

H. W. P.

Weatherbird Shoes for Boys and Girls.

If this letter needs a reply, kindly answer on this sheet.

PLAINTIFF'S EXHIBIT 179.

[Put in Evidence, page 1902.]

OFFICERS AND DIRECTORS:

Ex. 84 — J. W. M.

J. Johnson, Prest.

J. C. Roberts, V-Prest.

**ROBERTS, JOHNSON & RAND SHOE CO.
Manufacturers.**

O. Johnson, V-Prest.

F. C. Rand, 2nd V-Prest.

J. T. Pettus, 3rd V-Prest.

1501-1509 Washington Ave.

C. D. P. Hamilton, 4th V-Prest.

H. C. Wood, Secy.

Capital \$5,000,000.00

D. C. Biggs, Treas.

Full Paid.

R. N. Warmack

T. Moreno

H. Watkins

W. H. Moulton

St. Louis, Mo., May 9, 1911.

**Mr. C. E. Merrick, President, Union Lock Stitch Co., Boston,
Mass.**

Dear Sir: Sometime ago we received a circular letter, referring to a Curved Needle Stitcher which you were going to put on the market, which we would be very much interested in but for the fact that we hold leases of the Goodyear Machinery that the United Shoe Machinery own.

These leases you are no doubt very well conversant with and knowing the terms and conditions under which we operate, you of course are aware that we could not use your machine because of obligations in these leases that prevent our doing so. Whether or not these leases are binding is a question that has never yet been fully decided; however, we are loath for business reasons to contemplate a test of their legality.

We are somewhat of the opinion that it would be very difficult to introduce any other Stitcher in competition until the matter of the leases referred to is decided.

Owing to the situation just at this time we do not see any way to even consider the matter of putting in your machine.

Respectfully yours,

ROBERTS, JOHNSON & RAND SHOE CO.

JJH

J. Johnson, President.

"P. S. — Star Brand Shoes are better.

PLAINTIFF'S EXHIBIT 180.

[Put in Evidence, page 1029.]

UNITED SHOE MACHINERY COMPANY

Financial Condition March 1, 1901.

Assets

Cash and Receivables,	\$1,676,907.34	
Stock Finished and in Process,	1,432,501.66	
Real Estate,	435,539.38	
Machinery,	1,125,534.67	
Patent Rights,	745,269.27	
Stocks and Bonds, other Corpora-		
tions, and Leased Machinery,	14,505,624.19	
Miscellaneous,	328,109.02	
	<hr/>	\$20,249,485.53

Liabilities

Accounts Payable,	\$351,353.26
Bonds,	250,000.00

Capital Stock :

Common,	8,930,159.00	
Preferred,	9,362,059.00	
	<hr/>	18,292,218.00
		<hr/>
		18,893,571.26

\$1,355,914.27

Surplus Account

Balance, March 1, 1900,	612,192.19
Earnings for Year,	2,011,582.06

2,623,774.25

Paid Dividends	1,267,859.98
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Balance March 1, 1901, \$1,355,914.27

PLAINTIFF'S EXHIBIT 181.

[Put in Evidence, page 1930.]

UNITED SHOE MACHINERY COMPANY**Financial Condition, March 1, 1902****Assets**

Cash and Receivables,	\$3,588,876.18	
Stock Finished and in Process,	1,898,855.35	
Real Estate,	437,598.66	
Machinery,	1,131,172.89	
Patent Rights,	571,332.23	
Stocks and Bonds, other Corpora- tions, and Leased Machinery,	15,859,669.14	
Miscellaneous,	155,821.37	
		<u>\$23,643,325.82</u>

Liabilities

Accounts Payable,	\$226,479.41	
Bonds,	250,000.00	
Capital Stock :		
Common,	\$10,720,809.50	
Preferred,	9,937,084.50	
	<u>20,657,894.00</u>	
		<u>21,134,373.41</u>
		<u>\$2,508,952.41</u>

Surplus Account

Balance March 1, 1901,	\$1,355,914.27	
Earnings for Year,	2,554,759.26	
	<u>\$3,910,673.53</u>	
Paid Dividends	1,401,721.12	
	<u></u>	
Balance March 1, 1902,		\$2,508,952.41

PLAINTIFF'S EXHIBIT 182.

[Put in Evidence, page 1930.]

UNITED SHOE MACHINERY COMPANY**Financial Condition March 1, 1903.****Assets**

Cash and Receivables,	\$3,667,279.53	
Stock Finished and in Process,	2,361,527.43	
Real Estate,	491,463.81	
Machinery,	1,242,852.67	
Patent Rights,	408,021.75	
Stocks and Bonds, other Corpora-		
tions, and Leased Machinery,	16,682,927.45	
Miscellaneous,	6,925.65	
	<hr/>	\$24,860,998.29

Liabilities

Accounts Payable,	\$175,659.64	
Bonds,	250,000.00	
Capital Stock :		
Common,	\$10,720,809.50	
Preferred,	9,937,084.50	
	<hr/>	20,657,894.00
		<hr/>
		21,083,553.64
		<hr/>
		\$3,777,444.65

Surplus Account

Balance March 1, 1902,	\$2,508,952.41	
Earnings for Year,	2,722,301.49	
	<hr/>	
	\$5,231,253.90	
Paid Dividends	1,453,809.25	
	<hr/>	
Balance March 1, 1903,		\$3,777,444.65

PLAINTIFF'S EXHIBIT 183.

[Put in Evidence, page 1930.]

UNITED SHOE MACHINERY COMPANY**Financial Condition March 1, 1904.****Assets**

Cash and Receivables,	\$4,349,968.13	
Stock Finished and in Process,	2,617,460.47	
Real Estate,	829,823.68	
Machinery,	1,159,777.97	
Patent Rights,	400,000.00	
Stocks and Bonds, other Corpora- tions, and Leased Machinery,	16,778,526.32	
Miscellaneous,	29,553.59	
	<hr/>	\$26,165,110.16

Liabilities

Accounts Payable,	\$198,816.62	
Bonds,	182,000.00	
Capital Stock :		
Common,	\$10,720,809.50	
Preferred,	9,937,084.50	
	<hr/>	20,657,894.00
		<hr/>
		21,038,710.26
		<hr/>
		\$5,126,399.54

Surplus Account

Balance, March 1, 1903,	\$3,777,444.65	
Earnings for year,	2,802,772.89	
	<hr/>	
	6,580,217.54	
Paid Dividends	1,453,818.00	
	<hr/>	
Balance March 1, 1904,		5,126,399.54

PLAINTIFF'S EXHIBIT 184.

[Put in Evidence, page 1831.]

UNITED SHOE MACHINERY COMPANY**Financial Condition March 1, 1905.****Assets**

Cash and Receivables,	\$5,021,055.41	
Stock Finished and in Process,	2,930,872.50	
Real Estate,	1,552,166.95	
Machinery,	1,122,270.28	
Patent Rights,	400,000.00	
Stocks and Bonds, other Corpora-		
tions and Leased Machinery,	16,747,433.29	
Miscellaneous	5,000.00	
	<hr/>	\$27,778,798.43

Liabilities

Accounts Payable,	\$298,990.36	
Bonds,	111,000.00	
Capital Stock :		
Common,	\$10,720,809.50	
Preferred,	9,937,084.50	
	<hr/>	20,657,894.00
		<hr/>
		21,067,884.36
		<hr/>
		\$6,710.914.07

Surplus Account

Balance, March 1, 1904,	\$5,126,399.54	
Earnings for Year,	3,038,332.53	
	<hr/>	
	8,164,732.07	
Paid Dividends	1,453,818.00	
	<hr/>	
Balance to March 1, 1905,		\$6,710,914.07

PLAINTIFF'S EXHIBIT 185.

[Put in Evidence, page 1931.]

UNITED SHOE MACHINERY COMPANY**Financial Condition Mar. 1, 1906.****Assets**

Cash and Receivables,	5,630,704.00	
Stock Finished and in Process,	3,341,918.38	
Real Estate,	1,717,239.66	
Machinery,	1,865,075.78	
Patent Rights,	400,000.00	
Stocks and Bonds, other Corpora-		
tions, and Leased Machinery,	17,177,597.20	
Miscellaneous,	11,420.40	
	<hr/>	\$30,143,955.42

Liabilities

Accounts Payable,	374,236.90	
Reserves,	222,218.89	
Capital Stock :		
Common	\$10,835,809.50	
Preferred	9,937,084.50	
	<hr/>	20,772,894.00
		<hr/>
		21,369,349.79
		<hr/>
		\$8,774,605.63

Surplus Account

Balance March 1, 1905,	\$6,710,914.07	
Earnings for Year,	3,522,137.93	
	<hr/>	
	10,233,052.00	
Paid Dividends	1,458,446.37	
	<hr/>	
Balance March 1, 1906		\$8,774,605.63

PLAINTIFF'S EXHIBIT 186.

[Put in Evidence, page 1931.]

UNITED SHOE MACHINERY COMPANY**Financial Condition March 1, 1907****Assets**

Cash and Receivables	\$5,602,680.43	
Stock Finished and in Process	4,996,718.35	
Real Estate	1,715,793.41	
Machinery	2,082,238.54	
Patent Rights	400,000.00	
Stocks and Bonds, other Corpora- tions, and Leased Machinery	17,748,375.34	
Miscellaneous	20,241.06	
		<hr/>
		\$32,566,047.13

Liabilities

Accounts Payable	\$431,600.51	
Reserves	235,203.53	
Capital Stock:		
Common	\$10,835,809.50	
Preferred	9,937,084.50	
	<hr/>	
	20,772,894.00	
		<hr/>
		\$21,439,698.04
		<hr/>
		\$11,126,349.09

Surplus Account

Balance March 1, 1906,	8,774,605.63	
Earnings for Year,	4,183,220.51	
	<hr/>	
	12,957,826.14	
Paid Dividends	1,831,477.05	
	<hr/>	
Balance March 1, 1907,		\$11,126,349.09

PLAINTIFF'S EXHIBIT 187.

[Put in Evidence, page 1933.]

BOOTH BROTHERS COMPANY. 1908

This corporation was formed under the laws of the State of New York.

Its authorized capital is \$25,000, divided into 250 shares of the par value of \$100.00 each, all of which is issued and owned by the United Shoe Machinery Company.

This was the incorporation of the business conducted by Irving E. and Quentin W. Booth as co-partners doing business under the name of Booth Brothers. It operates a manufacturing plant at Rochester, N. Y. Prior to the acquisition by the United Shoe Machinery Company of the Booth Brothers business, the British United Shoe Machinery Company, and other foreign companies, in which the United Shoe Machinery Company was interested, acted as agent for the Booth machines in certain foreign countries.

BOSTON BLACKING COMPANY. 1900

This is a corporation organized under the laws of the State of Maine. It is engaged in the business of manufacturing and dealing in cement, blackings and stains for shoes.

Its authorized capital stock is \$600,000, divided into 6,000 shares of the par value of \$100. each. The United Shoe Machinery Company owns slightly less than one-half of the stock.

BRITISH UNITED SHOE MACHINERY COMPANY, LTD. 1899

This corporation formed under the British Companies' Acts, was organized by the United Shoe Machinery Company to take over its existing agencies in Great Britain.

Its authorized capital stock is £400,000, divided into 400,000 shares of par value of £1 each. Of these 150,000 shares of par value of £150,000 are preference and 250,000 shares of the par value of £250,000 are ordinary shares. 103,494 preference shares and 250,000 ordinary shares have been issued.

The United Shoe Machinery Company owns a majority of the issued capital stock. The Company operates a manufacturing plant at Leicester, England.

CAMPBELL-BOSWORTH MACHINERY CO. 1898

This is a corporation organized under the laws of the State of Maine to engage in the business of manufacturing and dealing in harness making machinery.

Its authorized capital stock is \$500,000, divided into 20,000 shares of the par value of \$25. each. Of this authorized capital stock 4,000 shares of the par value of \$100,000. are held in the treasury of the Company; the balance, 16,000 shares of the par value of \$400,000. is issued and outstanding. The United Shoe Machinery Company owns 8,000 shares of the par value of \$200,000.

It does not manufacture machines but has its machines built for it under contract.

W. W. CROSS & Co., INC. 1902

This corporation was formed under the laws of the State of Maine.

Its authorized capital stock is \$200,000, divided into 2,000 shares of the par value of \$100.00 each. Of these 2,000 shares 1,000 are preferred and 1,000 common shares. The entire 2,000 shares are issued and outstanding. The United Shoe Machinery Company owns a majority of this capital stock.

It operates a tack and nail manufacturing plant in the City of Brockton, Massachusetts, manufacturing for the United Shoe Machinery Company certain kinds of tacks and certain kinds of nails used in the manufacture of shoes. It sells practically its entire output to the United Shoe Machinery Company.

DEUTSCHE VEREINIGTE SCHUHMASCHINEN GESELLSCHAFT,**G. m. b. H. 1900**

The Deutsche Vereinigte Schuhmaschinen Gesellschaft, formed under the laws of Germany, was organized by the United Shoe Machinery Company to take over its agencies in Germany.

The United Shoe Machinery Company owns the entire interest in this business. The Company operates a manufacturing plant at Frankfurt a Main, Germany.

FAGUS G. m. b. H. 1911

Fagus g. m. b. H., formed under the laws of Germany, has been organized by the United Shoe Machinery Company to develop and carry on in Germany a business of manufacturing and dealing in lasts, shoe trees and dies.

A majority of the capital is owned by the United Shoe Machinery Company.

S. A. FELTON & SON COMPANY. 1902

This corporation was formed under the laws of the State of Maine to carry on the partnership business of S. A. Felton & Son.

Its authorized capital stock is \$100,000, divided into 1,000 shares of a par value of \$100. each. Of this authorized capital 400 shares, of the par value of \$40,000, have been issued and are outstanding. The United Shoe Machinery Company owns 200 shares of the par value of \$20,000.

It operates a brush manufacturing plant in the city of Manchester, N. H., for the manufacture of brushes used in making shoes. Its business is chiefly within the United States, but it has also some slight export business.

J. K. KRIEG COMPANY. 1903

This corporation was formed under the laws of the State of New York.

Its authorized capital stock is \$50,000.00, divided into 500 shares of the par value of \$100.00 each. The United Shoe Machinery Company owns the entire capital stock.

Prior to the formation of the United Shoe Machinery Company the partnership J. K. Krieg & Company had acted as agents in New York for the McKay Shoe Machinery Company and the Consolidated & McKay Company, and thereafter for the United Shoe Machinery Company. The corporation was formed to carry on this business and operates a store for the sale of findings and general merchandise in the City of New York.

O. A. MILLER TREEING MACHINE COMPANY. 1902.

This corporation, formed in the year 1902, under the laws of the State of Maine, was organized by the United Shoe Machinery

Company to conduct the business of O. A. Miller in manufacturing and dealing in Treeing Machines and shoe trees.

Its authorized capital stock is \$500,000. divided into 5,000 shares of the par value of \$100. each. Of this authorized capital 2,000 shares of the par value of \$200,000 have been issued and are outstanding. The United Shoe Machinery Company owns the majority of the outstanding capital stock.

It operates a machine shop and turning factory in the City of Brockton, Massachusetts, for the manufacture of its Treeing Machines and shoe trees.

MILLS TRANSFER COMPANY. 1906

This corporation, formed under the laws of the State of Massachusetts, was organized by the United Shoe Machinery Company to engage in express or transfer business, chiefly for the purpose of transferring machinery, etc., between its factory and offices located at Lynn and Boston. Its business is entirely local.

The authorized capital stock is \$10,000 divided into 100 shares of \$100 each. The entire stock is owned by the United Shoe Machinery Company.

ROSS-MOYER MANUFACTURING COMPANY. 1889.

This corporation was organized under the laws of the State of Ohio.

Its authorized capital stock is \$350,000, divided into 3,500 shares of the par value of \$100. each. Of this authorized capital 1974 shares of the par value of \$197,400 are issued and outstanding. The United Shoe Machinery Company owns the entire issued and outstanding capital stock.

Prior to the formation of the United Shoe Machinery Company the Ross-Moyer Manufacturing Company was the agent in Ohio of the McKay Shoe Machinery Company and the Consolidated McKay Company. After the formation of the United Shoe Machinery Company that Company purchased the entire outstanding capital stock of the Ross-Moyer Manufacturing Company and the Company now operates as an agent for the United Shoe Machinery Company. It also deals in various findings and manufacturing accessories.

J. C. RHODES & Co., INC. 1901

A corporation formed under the laws of the State of Maine engaged in the business of manufacturing and dealing in eyelets for shoes.

The authorized capital stock is \$600,000 divided into 60,000 shares of the par value of \$10 each; all of which is issued and owned by the United Shoe Machinery Company.

The United Shoe Machinery Company acquired from the firm of J. C. Rhodes & Co., in 1901, the manufacturing plant and business of that firm and incorporated the business under the above name, J. C. Rhodes & Co., Inc.

SCHWEIZ. VEREINIGTE SCHUHMASCHINEN A.-G. 1900

This Corporation, formed under the laws of Switzerland, was organized by the United Shoe Machinery Company to take over its agencies in Switzerland.

The authorized capital stock in 100,000 francs, all of which is issued and owned by the United Shoe Machinery Company.

SECURITY EYELET COMPANY. 1903

This corporation was formed under the laws of the State of Maine.

Its authorized capital stock is \$2,500,000, divided into 25,000 shares of the par value of \$100. each. Of this 25,000 shares 10,000 shares of the par value of \$1,000,000 are preferred, and 15,000 shares of the par value of \$1,500,000 are common stock. Of the authorized capital stock there are issued and outstanding 6,577 shares preferred stock of the par value of \$657,700. and 8,083 shares of common stock of the par value of \$808,300. The United Shoe Machinery Company owns or controls a majority of the issued capital.

The company has never done any business in the United States.

S. O. & C. CORPORATION. 1901

This corporation was formed under the laws of the State of Maine to engage in the business of manufacturing and dealing in certain kinds of eyelets.

Its authorized capital stock is \$740,000 of which 1600 shares are first preferred, 800 second preferred and 5000 common, all of the par value of \$100.00 each. The United Shoe Machinery Company owns a majority of the stock.

The corporation was formed to take over the business of the S. O. & C. Company, a Conn. Corporation, operating a manufacturing plant at Ansonia, Conn.

T. G. PLANT COMPANY. 1901

This is a corporation formed under the laws of the State of New Jersey for the manufacture of footwear.

Its capital stock is \$3,750,000 made up of \$2,500,000 (25,000 shares at a par value of \$100. each) preferred stock, and \$1,250,000 (12,500 shares at a par value of \$100. each) common stock. The United Shoe Machinery Corporation is the owner of 15,000 shares, par value of \$1,500,000 of preferred stock, and 7,500 shares at a par value of \$750,000 of the common stock, having acquired said stock from Mr. Thomas G. Plant in September, 1910.

UNITED AWL & NEEDLE COMPANY. 1902

This corporation was formed under the laws of the State of Maine. It is engaged in the business of manufacturing and dealing in certain kinds of needles, awls, drivers, used in making shoes, raw hide mallets and various articles of a similar nature.

The authorized capital stock was \$200,000, divided into 2,000 shares of the par value of \$100. each. Of these 2,000 shares 1,000 shares were preferred and 1,000 shares were common stock. Of this authorized stock there are issued and outstanding 137 shares of preferred stock of the par value of \$13,700, and 424 shares of common stock of the par value of \$42,400. The United Shoe Machinery Company owns a majority of the stock issued and outstanding.

It operates a factory in the town of West Medway, Massachusetts, for the manufacture of articles of the kinds above enumerated.

UNITED FAST COLOR EYELET COMPANY. 1900

This corporation was organized in the year 1900 under the laws of the State of Maine. It is engaged in the business of manufac-

turing and selling certain patented eyelets and eyelets made by patented process coated with celluloid or other plastic material.

Its authorized capital stock is \$1,500,000 divided into 15,000 shares of the par value of \$100.00 each. Of these 15,000 shares 5,000 shares of the par value of \$500,000.00 are preferred and 10,000 shares of the par value \$1,000,000. are common shares. Of this authorized capital 4786 shares of the par value of \$478,-600 of the preferred stock and the entire common stock (10,000 shares of the par value of \$1,000,000) are issued and outstanding. The United Shoe Machinery Company owns a majority of the stock.

The Company does not operate its own manufacturing plant but has its eyelets manufactured for it by manufacturing companies.

UNITED SHOE MACHINERY COMPANY OF CANADA 1893.

This is a corporation organized under the laws of the State of New Jersey carrying on the United Shoe Machinery Company's shoe machinery business in Canada.

It is necessary to manufacture in Canada to hold patents there.

Its authorized capital stock is \$225,000 divided into 9,000 shares at a par value of \$25. each, all of which is issued and owned by the United Shoe Machinery Company.

It operates a manufacturing plant at Montreal in the Province of Quebec.

UNITED SHOE MACHINERY COMPANY DE FRANCE 1900.

The United Shoe Machinery Company de France, formed under the laws of France, was organized by the United Shoe Machinery Company to take over its agencies in France and Belgium.

Its authorized capital stock is 3,736,000 francs divided into 7,472 shares of the par value of 500 francs each, all of which with the exception of a few shares is issued and owned by the United Shoe Machinery Company.

The Company operates a manufacturing plant at Ivry sur Seine, France.

UNITED SHOE MACHINERY COMPANY (MAINE) 1899.

This is a corporation organized under the laws of the State of Maine.

Its authorized capital stock is \$3,000,000, divided into 120,000

shares at a par value of \$25. each, all of which is issued and owned by the United Shoe Machinery Company. The Company operates as a branch of the United Shoe Machinery Company.

UNITED SHOE MACHINERY COMPANY OF MEXICO 1901.

This is a corporation organized under the laws of the State of Maine.

Its authorized capital stock is \$10,000, divided into 1000 shares at a par value of \$10.00 each ; all of which is issued and owned by the United Shoe Machinery Company.

The Company was organized to conduct the business of the United Shoe Machinery Company in Mexico.

UNITED SHOE MACHINERY COMPANY OF SOUTH AMERICA 1902.

This corporation, formed under the laws of the State of Maine, was organized by the United Shoe Machinery Company as its agent, in South America.

The authorized capital stock is \$5,000, divided into 50 shares at a par value of \$100. each ; all of which is issued and owned by the United Shoe Machinery Company.

UNITED SHOE REPAIRING MACHINE COMPANY 1908.

This corporation, formed under the laws of the State of Maine, was organized by the United Shoe Machinery Company to take over and carry on that part of the business of the United Shoe Machinery Company which consisted in supplying machines to "cobblers" and others for use in repairing shoes.

Its authorized capital stock is \$50,000 divided into 500 shares of \$100 each ; all of which is issued and owned by the United Shoe Machinery Company.

UNITED-XPEDITE FINISHING COMPANY 1902.

This corporation was formed in the year 1902 under the laws of the State of Maine. It was a re-organization to take over the business of the Xpedite Machine Company, a Maine corporation formed some years before. The Xpedite Machine Company and its successor, the United-Xpedite Finishing Company, engaged in the business of manufacturing and dealing in the heel finishing machine known as the Xpedite Finishing Machine.

The authorized capital stock of the United-Xpedite Finishing Company is \$1,000,000, divided into 200,000 shares of the par value of \$5. each. This entire capital stock is issued and outstanding. The United Shoe Machinery Company owns 110,000 shares of the par value of \$550,000.00.

The Company does not manufacture its machines but has them constructed for it under contract.

**AKTIESELSKABET UNITED SHOE MACHINERY COMPANY OF
COPENHAGEN 1909.**

This corporation, formed under the laws of Denmark, was organized by the United Shoe Machinery Company to operate its local agencies in Norway, Sweden and Denmark.

Its authorized capital stock is 1,000,000 kroner, divided into 200 shares at a par value of 5,000 kroner each. This entire capital stock is issued and the United Shoe Machinery Company owns a majority.

PLAINTIFF'S EXHIBIT 188.

[Put in Evidence, page 1939.]

Booth Brothers Company.

Officers.

President,	Sidney W. Winslow
Vice-President,	Edward P. Hurd
Treasurer,	Louis A. Coolidge
Asst. Treas.	Edward P. Hurd
Secretary,	Edward N. Chase
Asst. Secty.	Irving E. Booth

Boston Blacking Company.

President	George D. Pike
Vice-Pres.	Frank N. Stackpole
Treasurer	J. R. Stuart, Jr.
Secretary	A. L. Favor
Clerk	Franklin C. Payson

Campbell Bosworth Machinery Company.

President	Sidney W. Winslow
Vice-Pres.	Louis A. Coolidge
2nd Vice-Pres.	Edward N. Chase
Treasurer	Newell Martin
Asst. Treas.	George Bird Grinnell
2nd Asst. Treas.	Louis D. Speir
Secretary	Newell Martin
Clerk	David W. Snow

W. W. Cross & Co., Inc.

President	Sidney W. Winslow
Vice-Pres.	William B. Cross
Treasurer	William B. Cross
Asst. Treas.	Louis A. Coolidge
Secretary	Edward N. Chase
Clerk	Harry P. Sweetser

Deutsche Vereinigte Schuhmaschinen Gesellschaft, G. m. b. H.**Limited partnership composed of**

Sidney W. Winslow	Edward P. Hurd
George W. Brown	John H. Connor

United Shoe Machinery Company

Managers

John H. Connor C. F. Gardner, Jr. Fred Cox

Fagus Gesellschaft, G. m. b. H.**Limited partnership composed of**

United Shoe Machinery Company	Sidney W. Winslow
O. A. Miller Last Company	George W. Brown
C. F. Gardner, Jr.	John H. Connor
Fred Cox	Carl A. Benscheidt

J. Hooley**Managers.**

Carl A. Benscheidt, John H. Connor

S. A. Felton & Son Company.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Edward P. Hurd
Asst. Treas. D. D. Felton
Secretary Edward N. Chase
Clerk Harry P. Sweetser

J. K. Krieg Company.**Officers.**

President, Sidney W. Winslow
Vice-President, Edward P. Hurd
Treasurer, Louis A. Coolidge
Asst. Treas., Edward P. Hurd
Secretary, Meylert Bruner

O. A. Miller Treeing Machine Company.

President Sidney W. Winslow
Treasurer Louis A. Coolidge
Asst. Treas. Edward P. Hurd
Secretary Edward N. Chase
Asst. Secretary Robert A. Blackwell
Clerk Harry P. Sweetser

Mills Transfer Company.**Officers.**

President, Edward N. Chase
Treasurer, Nelson B. Todd
Clerk, Nelson B. Todd

Ross-Moyer Manufacturing Company.**Officers.**

President, Sidney W. Winslow
Vice-President, Simon Ross
Treasurer, William F. Harmon
Secretary, William F. Harmon

J. C. Rhodes & Company, Inc.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Louis A. Coolidge
Asst. Treas. J. B. Rhodes
Secretary Edward N. Chase
Asst. Sec'y Harold G. Donham
Clerk Frederick Hale

Schweiz. Vereinigte Schuhmaschinen, A.-G.

President John H. Connor
Vice-Pres. William T. Coleman

Security Eyelet Company.

President Sidney W. Winslow
Vice-Pres. John H. Connor
Treasurer Louis A. Coolidge
Asst. Treas. Edward P. Hurd
Secretary Louis A. Coolidge
Clerk Harry P. Sweetser

S. O. & C. Corporation.**Officers.**

President, Sidney W. Winslow
Vice-President, Edward P. Hurd
Treasurer, Louis A. Coolidge
Secretary, Edward N. Chase
Clerk, Harry P. Sweetser

Thomas G. Plant Company.**Officers.**

President, William L. Ratcliffe
Vice-President, Frank R. Maxwell
" " William J. McGaffee
Treasurer, Frank R. Briggs
Asst. Treas., William A. Mitchell
Secretary, William A. Mitchell

United Awl & Needle Company.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Louis A. Coolidge
Asst. Treas. Edward P. Hurd
Secretary Edward N. Chase
Clerk Harry P. Sweetser

United Fast Color Eyelet Company.

Officers.

President, Sidney W. Winslow
Vice-President, Edward P. Hurd
Treasurer, Louis A. Coolidge
Asst. Treas., Welcome H. Longley
Secretary, Edward N. Chase
Asst. Secty., Harold G. Donham
Clerk, Franklin C. Payson

United Shoe Machinery Company of Canada.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Louis A. Coolidge
Asst. Treas. Harold G. Donham
Secretary Harold G. Donham

United Shoe Machinery Company de France.

President John H. Connor
Vice-Pres. William T. Coleman
Secretary Ebenezer Pocock

United Shoe Machinery Company (Maine)

President — Sidney W. Winslow
Vice-President — Edward P. Hurd
Treasurer — Louis A. Coolidge
Asst. Treasurer — Edward P. Hurd, Edwin P. Brown.
Secretary — Edward N. Chase
Asst. Secretary — Robert A. Blackwell
Clerk — David W. Snow

United Shoe Machinery Company of Mexico.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Louis A. Coolidge
Asst. Treas. Edward P. Hurd
Secretary Edward N. Chase
Clerk Franklin C. Payson

United Shoe Machinery Company of South America.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Louis A. Coolidge
Asst. Treas. Edward P. Hurd
Secretary Edward N. Chase
Clerk Harry P. Sweetser

United Shoe Repairing Machine Company.

President Sidney W. Winslow
Vice-Pres. Edward P. Hurd
Treasurer Welcome H. Longley
Secretary Edward N. Chase
Asst. Secretary Robert A. Blackwell
Clerk Harry P. Sweetser

United-Xpedite Finishing Company.

President Sidney W. Winslow
Treasurer Edward P. Hurd
Asst. Treas. Louis A. Coolidge
Secretary Edward N. Chase
Asst. Sec'y Robert A. Blackwell
Clerk Harry P. Sweetser

Aktieselskabet United Shoe Machinery Company of Copenhagen.

President John H. Connor

Booth Brothers Company.**Directors.**

Sidney W. Winslow
Edward P. Hurd

Elmer P. Howe
Louis A. Coolidge
Irving E. Booth

Boston Blacking Company.**Directors.**

George D. Pike
J. H. Ordway
J. R. Stuart, Jr.
F. N. Stackpole

Edward P. Hurd
Edwin P. Brown
Sidney W. Winslow
George W. Brown

British United Shoe Machinery Company, Limited.**Directors.**

John Milne Barbour
William Barbour
Charles Bennion
George W. Brown
John H. Connor
Elmer P. Howe

Edward P. Hurd
Sir James Knox
Marshall H. Pearson
Robert A. Richardson
Frank E. Wheeler
Sidney W. Winslow

Campbell Bosworth Machinery Company.**Directors.**

Sidney W. Winslow
Newell Martin

George Bird Grinnell
Louis A. Coolidge
(one vacancy)

W. W. Cross & Co., Inc.**Directors.**

Sidney W. Winslow
Edward P. Hurd
Elmer P. Howe

William B. Cross
Edwin P. Brown
(two vacancies)

S. A. Felton & Son Company.

Directors.

Sidney W. Winslow	Elmer P. Howe
Edward P. Hurd	Edwin F. Jones
	Edwin P. Brown

J. K. Krieg Company.

Directors.

Sidney W. Winslow	Richard N. Morton
Edward P. Hurd	Elmer P. Howe
Louis A. Coolidge	(two vacancies)

O. A. Miller Treeing Machine Company.

Directors.

Sidney W. Winslow	Edwin P. Brown
Edward P. Hurd	Louis A. Coolidge
Elmer P. Howe	(two vacancies)

Mills Transfer Company.

Directors.

Edwin N. Chase	Louis T. Howard
	Nelson B. Todd

Ross-Moyer Manufacturing Company.

Directors.

Sidney W. Winslow	Simon Ross
Elmer P. Howe	William F. Harmon
	S. G. Ross

J. C. Rhodes & Company, Inc.

Directors.

Sidney W. Winslow	Edward P. Hurd
Louis A. Coolidge	Edwin P. Brown
Elmer P. Howe	Harold G. Donham
	Edward N. Chase

Schweiz. Vereinigte Schuhmaschinen, A.-G.

Directors.

John H. Connor

William T. Coleman

W. S. Ham

Security Eyelet Company

Directors.

Sidney W. Winslow

John H. Connor

Edward P. Hurd

Meylert Bruner

William Barbour

Harold G. Donham

Louis A. Coolidge

(three vacancies)

Elmer P. Howe

S. O. & C. Corporation.

Directors.

Sidney W. Winslow

Elmer P. Howe

Edward P. Hurd

Franklin R. Johnson

George O. Schneller

Thomas G. Plant Company.

Directors.

Guy Cunningham,

Frank R. Briggs,

Albert M. Lyon,

William H. Dudley,

Alfred B. White,

Edwin R. Scheak,

Jeremiah J. Mackin,

William J. McGaffee,

Clarence A. Barnes,

Frank R. Maxwell,

Frank E. Bradbury,

William A. Mitchell,

Phillips Ketchum,

George T. McLeod,

Joseph O. Procter, Jr.,

William F. Plant,

Howard Stockton, Jr.,

William L. Ratcliffe,

Robert A. Blackwell,

Robert F. Herrick,

Sidney R. Blackley,

Malcolm Donald.

Walter A. Brown,

(Two vacancies.)

United Awl & Needle Company.

Directors.

Sidney W. Winslow

Edward P. Hurd

Edwin P. Brown

Louis A. Coolidge

Elmer P. Howe

(two vacancies)

United Fast Color Eyelet Company.

Directors.

Sidney W. Winslow	Louis A. Coolidge
Edward P. Hurd	Harold G. Donham
Elmer P. Howe	Edward N. Chase
Marenius J. Goodenough	

United Shoe Machinery Company of Canada.

Directors.

Sidney W. Winslow	Elmer P. Howe
William Barbour	Louis A. Coolidge
Edward P. Hurd	(one vacancy)

United Shoe Machinery Company de France.

Directors.

John H. Connor	Ebenezer Pocock
William T. Coleman	Sidney W. Winslow
Joseph Becker	George W. Brown
C. F. Goddard	Elmer P. Howe

United Shoe Machinery Company (Maine).

Directors.

Sidney W. Winslow	Edward P. Hurd
William Barbour	Elmer P. Howe
Louis A. Coolidge	(two vacancies)

United Shoe Machinery Company of Mexico.

Directors.

Sidney W. Winslow	Louis A. Coolidge
Edward P. Hurd	Edwin P. Brown
Elmer P. Howe	(two vacancies)

United Shoe Machinery Company of South America.

Directors.

Sidney W. Winslow	Elmer P. Howe
Edward P. Hurd	John H. Connor
	Louis A. Coolidge

United Shoe Repairing Machine Company.**Directors.**

Sidney W. Winslow

Elmer P. Howe

Louis A. Coolidge

William Barbour

Edward P. Hurd

Edwin P. Brown

(one vacancy)

United-Xpedite Finishing Company.**Directors.**

Sidney W. Winslow

Edward P. Hurd

Louis A. Coolidge

Elmer P. Howe

Harold G. Donham

Aktieselskabet United Shoe Machinery Company of Copenhagen.**Directors.**

John H. Connor

Fred Cox

C. F. Gardner, Jr.

Ernst Enna

PLAINTIFFS EXHIBIT 189.

[Put in Evidence, page 1945.]

Agreement made this 11th day of September 1899 between United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having an office in Boston, Massachusetts, hereinafter called the United Company, as party of the first part and Henry W. Peabody, of said Boston, together with Charles D. Barry, Frederick W. Lincoln and John R. Bradlee, of the City, County and State of New York, merchants and co-partners doing business under the firm name of Henry W. Peabody & Company, in said Boston, and in the City of New York, and at Sydney, New South Wales, and at Melbourne, Victoria.

Whereas, the United Company has acquired control of the boot and shoe and leather working machinery made by the following named corporations doing business in said Boston, namely:—

Goodyear Shoe Machinery Company,

Consolidated and McKay Lasting Machine Company,
McKay Shoe Machinery Company
Eppler Welt Machine Company
Goddu Metal Fastening Company,
Gordon Staple Lasting and Tacking Company,
Davey Pegging Machine Company,
Gem Flexible Insole Company,
Boot and Shoe Sole Laying Company,

and contemplates acquiring the control of other lines of boot and shoe and leather working machinery and boot and shoe findings except leather, linings, lasts and finished boots and shoes.

And Whereas, Messrs. Peabody & Company have been and are now engaged in introducing and dealing in boot and shoe machinery and findings in the several colonies of Australasia, and have in their employ in that department of their business, under a written contract, which expires on the day of May, 1902, Mr. C. H. B. Corbett.

And Whereas, the United Company, having established offices at Sydney and Melbourne aforesaid, and being about to extend its business throughout the several colonies of Australia desires to secure the co-operation of Messrs. Peabody & Company and the goodwill of the business which they have established as factors and dealers in boot and shoe and leather working machinery and boot and shoe findings in the colonies of Australasia;

Now it is Agreed as follows:—

1. Messrs. Peabody & Company, in consideration of the agreements of the United Company hereinafter contained, do hereby sell, assign and transfer to the United Company the goodwill of their business of dealing in boot and shoe findings, except leather, boot and shoe linings, lasts and finished boots and shoes, and agree that, while this instrument remains in force, they will not directly or indirectly engage or be engaged in manufacturing and dealing in boot and shoe or leather working machinery, or boot and shoe findings (except leather, boot and shoe linings, lasts and finished boots and shoes) except as brokers for the United Company to solicit and take orders for the same, and to transmit such orders to

the United Company at its offices in Sydney, New South Wales, or in Melbourne, Victoria, or in Boston, Massachusetts, U. S. A., and except also that Messrs. Peabody & Company reserve the right to purchase boot and shoe findings of other parties than the United Company, if they can make such purchase at a lower price or on better terms than the United Company will sell the same kind and quality of findings. And Messrs. Peabody & Company agree that, while this agreement remains in force, they will use their best efforts to secure for the United Company orders for the boot and shoe and leather working machinery, machines, appliances, and boot and shoe findings, dealt in or made by or for the corporations, individuals or firms controlled by it, and to that end do agree that said Corbett, until the expiration of his said contract, shall devote as much of his time and energy to obtaining such orders as he has heretofore given to the prosecution of the boot and shoe machinery and shoe findings business of Messrs. Peabody & Company. But Messrs. Peabody & Company are not to concern themselves about filling the orders which they shall secure and transmit, or about the instalment or supervision of the machinery or goods, or receiving or collecting the consideration to be paid by the vendees or lessees thereof.

2. The United Company in consideration of the premises agrees to pay Messrs. Peabody & Company the sum of Eighteen Hundred Dollars (1800), in each year during the unexpired term of the contract between Messrs. Peabody & Company and said Corbett in quarterly payments of Four Hundred and Fifty Dollars (450) each on the first days of January, April, July and October, the first of said payments to be made January 1st, 1900. It is agreed that this sum of Eighteen Hundred Dollars per year shall cover and satisfy the liability of the United Company to Messrs. Peabody & Company for the salary of said Corbett and for his personal and travelling expenses during the term of his said contract.

3. The United Company further agrees to pay to Messrs. Peabody & Company a sum equal to two and one-half ($2\frac{1}{2}$) per cent of the gross receipts of the United Company from leases, sales, or other disposition to customers or lessees in Australasia of

boot and shoe or leather working machinery, machines, or appliances, and boot and shoe findings.

4. The accounts between the parties hereto shall be made up on the first days of April and October every year, and the United Company agrees to keep accurate accounts of its gross receipts from leases, sales or other disposition to customers or lessees in Australasia of said machinery and findings, and to render a full statement of the same to Messrs. Peabody & Company in the month of August in each year, of such gross receipts in the half year ending on the first day of April next previous, and in the month of February in each year, of such gross receipts in the half year ending on the first day of October next previous and at the time of rendering each such account, to pay to Messrs. Peabody & Company a sum equal to two and one half per cent of such gross receipts; and in the account which shall be rendered in February 1901, if two and one half per cent on such gross receipts received by the United Company during the year ending on the first day of October, 1900, plus the amount paid in that year on account of the salary and expenses of said Corbett, does not aggregate Five Thousand Dollars, the United Company agrees in the settlement of the account to be rendered in February 1901 to pay to Messrs. Peabody & Company an amount necessary to make up the deficiency.

5. All contracts now in existence between Messrs. Peabody & Company and the Consolidated & McKay Lasting Machine Company or the companies mentioned in the preamble of this agreement shall be terminated on September 30, 1899.

6. This agreement shall take effect October 1st, 1899 and shall remain in force for a term of five years from that date.

7. It is understood and agreed that nothing in this contract shall debar Messrs. Henry W. Peabody & Company, as commission merchants, from dealing in, or executing such orders as may be placed with them for machinery or findings not controlled or handled by the United Company, which do not compete with the articles dealt in or made by the United Company; or from executing orders or findings of a special brand or manufacture, in cases where the

special brand or manufacture ordered by their customers is not handled by the United Company.

In Witness Whereof said United Shoe Machinery Company has caused these presents to be signed by its Treasurer and the parties of the second part have signed the same with their firm signature the day and year first above written.

Executed in duplicate.

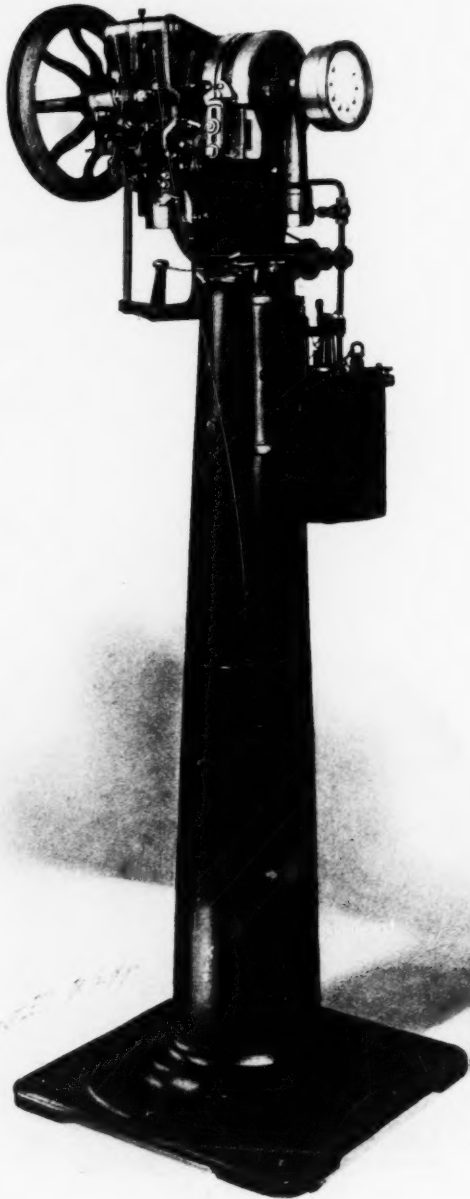
[SEAL]

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown, Treasurer

HENRY W. PEABODY & Co. [SEAL]

PLAINTIFF'S EXHIBIT 190.
[Put in Evidence, page 2016.]



PLAINTIFF'S EXHIBIT 190.

[Put in Evidence, page 2016.]

GOODYEAR WELT AND TURN SHOE MACHINE

This machine sews the welt on the shoe, fastening together with a chain-stitch the welt, upper and insole. It practically duplicates the work of the hand welt sewer. This machine is immensely popular and its use is constantly increasing. It has been improved and developed to the point of perfection. It measures the thread to the needle perfectly, thereby preventing all abrasion to the thread. After the needle has drawn the loop through the work, and has returned again through the stock, the take-up tightens the stitch by pulling on the supply end of the thread while the needle firmly supports the leather between stitches against the sawing action of the thread. This is the only method yet discovered for tightening the chain-stitch without destroying the "between substance." The chain of the stitch is placed on the outside of the welt, or, in the case of the turned shoe, on the outside of the lining of the upper (before turning). This method of forming and tightening stitches gives a perfect result, such as can be obtained in no other way.

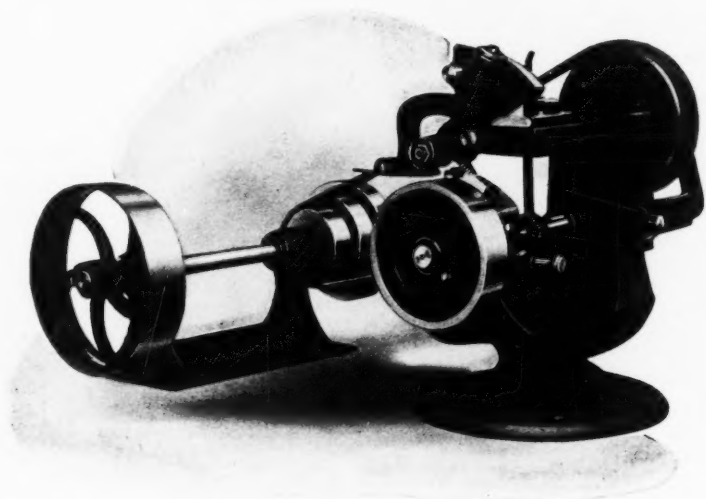
Receiving shaft runs	375 revolutions per minute
Pulley	8 x 2½ inches
10-inch friction runs machine	312 revolutions per minute
11-inch friction runs machine	345 revolutions per minute
12-inch friction runs machine	375 revolutions per minute
Net weight	297 pounds
Gross weight	340 pounds

MEASURES

Length	1 foot 10 inches
Width	1 foot 10 inches
Height	5 feet 10 inches

PLAINTIFF'S EXHIBIT 192.

[Put in Evidence, page 2036.]

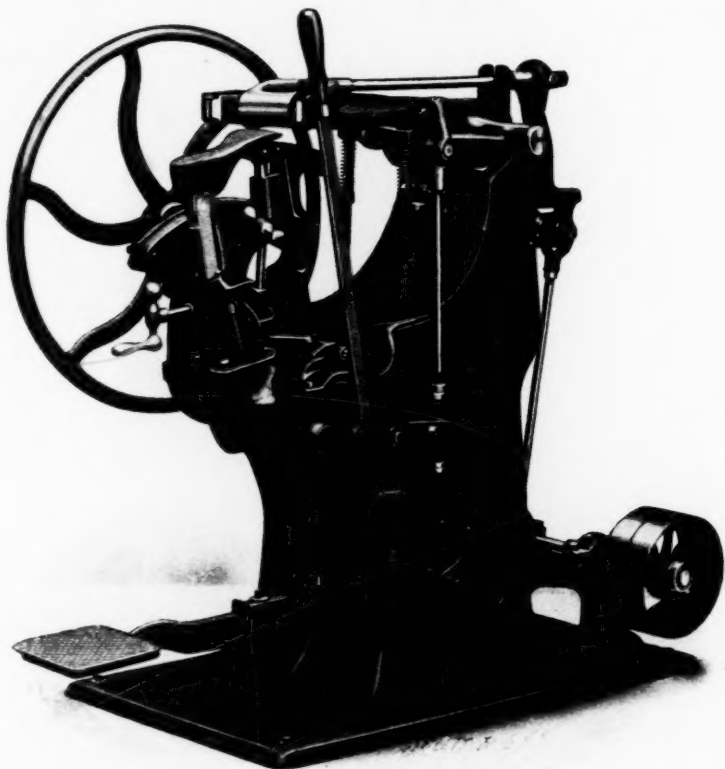


CARVER VAMP SKIVING MACHINE

This machine is used for skiving heavy vamps and box toes.
On the lighter grades of work we would not recommend its use.

PLAINTIFF'S EXHIBIT 195.

[Put in Evidence, page 2055.]

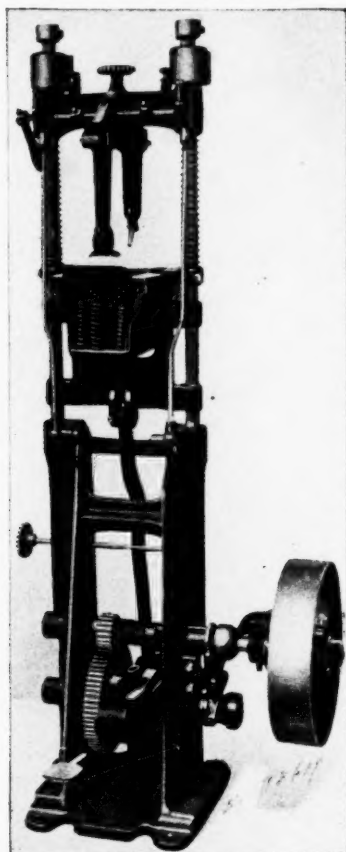
**STAR LEVELING MACHINE**

This machine is particularly adapted for leveling turn boots, shoes and slippers. The movements of the roll and the pressure are at all times under complete control of the operator. The roll is so adjusted that it leaves the toe of the shoe without injury to the last or sole.

Receiving shaft runs	450 to 500 revolutions per minute
Pulleys	10 x 2 inches, tight and loose
Belt	2 inches, flat
Net weight	850 pounds
Gross weight	950 pounds
Measures: Length,	3 feet 11 inches; width, 2 feet 8 inches;
height,	4 feet 1 inch

PLAINTIFF'S EXHIBIT 196.

[Put in Evidence, page 2055.]

**GOODYEAR IMPROVED SOLE LAYING MACHINE**

In laying soles with this machine, strong rubber cement is used under pressure. This does away with the use of the sole-laying nails, which on fine goods is considered objectionable. By using two of these machines side by side, the operator works continuously, one sole being under pressure while another one is being adjusted. In this way the double capacity is 1200 pairs per day.

Receiving shaft runs	150 revolutions per minute
Pulley	14 x 3 inches (clutch)
Net weight	380 pounds
Gross weight	430 pounds
Measures : Length, 1 foot 8 inches ; width, 2 feet 4 inches ; height,	
5 feet 3 inches	

PLAINTIFF'S EXHIBIT 197.

[Put in Evidence, page 2031.]



PLAINTIFF'S EXHIBIT 197.

[Put in Evidence, page 2061.]

**GOODYEAR UNIVERSAL ROUNDING AND
CHANNELING MACHINE**

After the outsole has been laid by the Sole Layer, this machine rounds and trims off the surplus welt and outsole stock, at the same time cutting the channel in the outsole, giving either a flat or English channel, as may be desired. Either blocked or died stock may be used. As the machine automatically shapes the sole and cuts the channel, gauging from the edge of the last, the Baltimore Extension, Scotch Edges, or any special shape desired may be accurately obtained. This is one of the most important machines in shoemaking, as the general style and character of the shoe is given in rounding. In one operation it simultaneously rounds, channels and automatically shapes the sole.

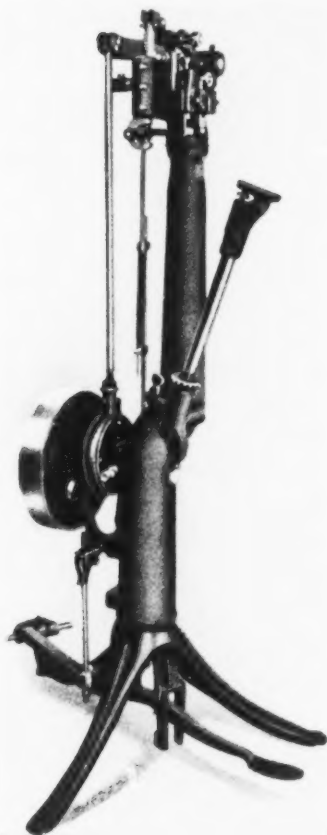
Receiving shaft runs	400 revolutions per minute
Pulley	8 x 2½ inches
Net weight	224 pounds
Gross weight	275 pounds

MEASURES.

Length	2 feet
Width	2 feet 1 inch
Height	5 feet 2 inches

PLAINTIFF'S EXHIBIT 198.

[Put in Evidence, page 2065.]



PLAINTIFF'S EXHIBIT 198.

[Put in Evidence, page 2065.]

POWER HEEL BREASTING MACHINE

This machine is a decided innovation in the breasting of heels, being a power machine and very rapid and accurate in its work. It can be quickly adjusted to breast any size shoe from the smallest sized children's to the largest sized men's, of all heights, and either straight or concave, doing the work with one smooth and accurate cut.

In operation, the shoe is held firmly in position by a leveling plate, fitted with adjustments which make it possible to breast on any angle either on or off the wooden last. The knife is very simple in construction, easily changed, and can be filed up handily.

There are also adjustments which regulate perfectly the depth of cut so that the possibility of cutting into the sole is reduced to the minimum.

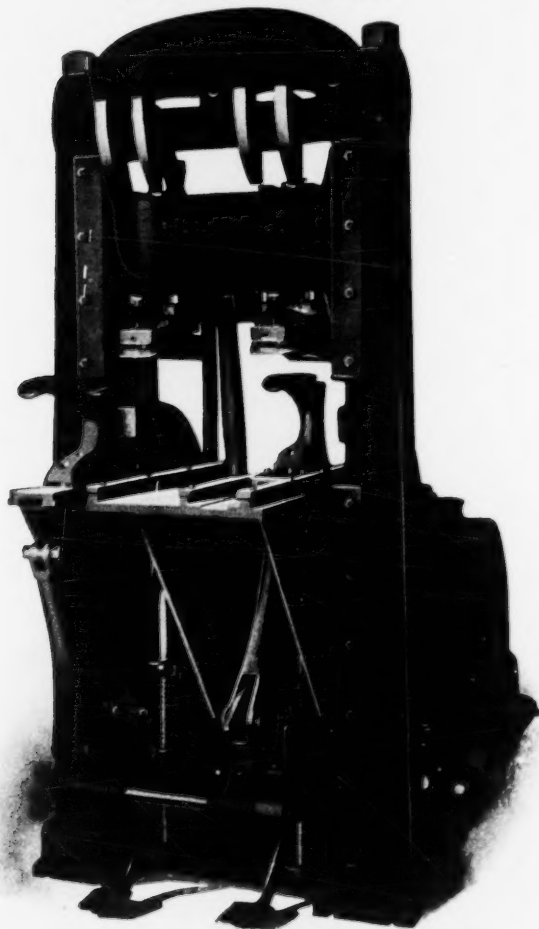
Receiving shaft runs	130 revolutions per minute
Pulley	15 x 24 inches
Belt	2 inches, flat
Net weight	265 pounds
Gross weight	300 pounds

MEASURES

Length	3 feet 7 inches
Width	2 feet 4 inches
Height	5 feet 2 inches

PLAINTIFF'S EXHIBIT 199.

[Put in Evidence, page 2068.]

**ATLAS LEVELING MACHINE—MODEL A**

This machine is designed for the purpose of leveling McKay Sewed Shoes. It is of the type known as a Direct Pressure machine. From the illustration it will be seen that it is a twin machine, one shoe being under pressure while the operator is getting another one ready for the other side. The varying thicknesses of soles in no way affects its work, as the pressure is always the same. It is a heavy and well constructed machine.

PLAINTIFF'S EXHIBIT 200.

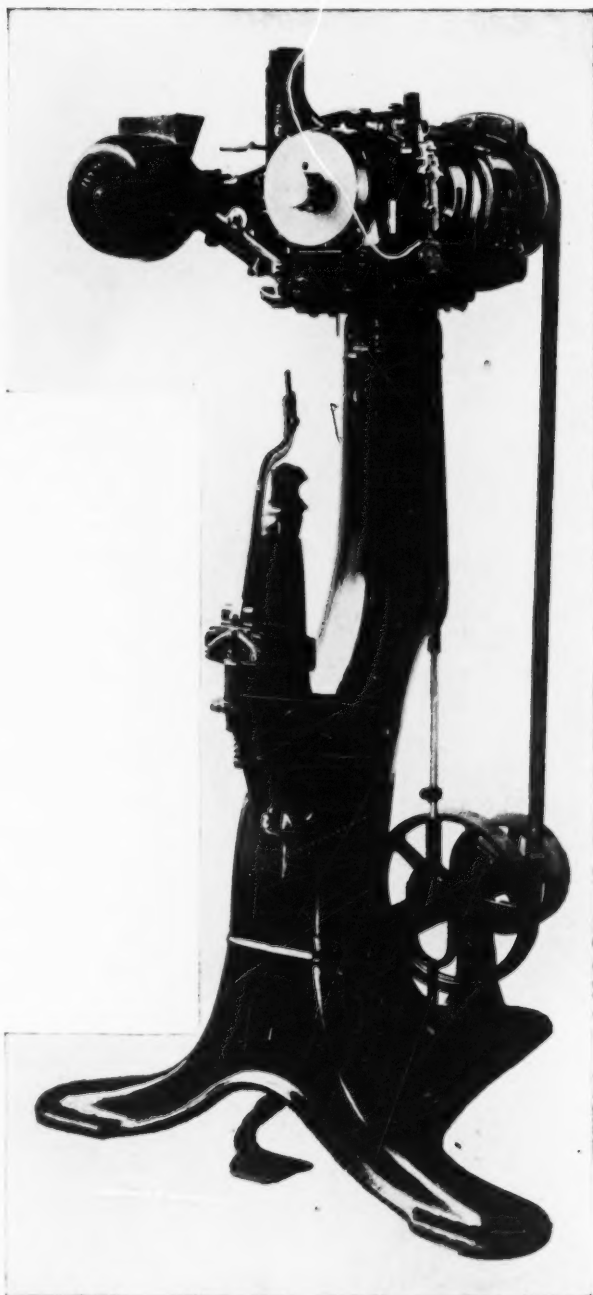
[Put in Evidence, page 2078.]



GOODYEAR IMPROVED SOLE LAYING MACHINE.
(SYMBOL ISL.)

PLAINTIFF'S EXHIBIT 201.

[Put in Evidence, page 2090.]

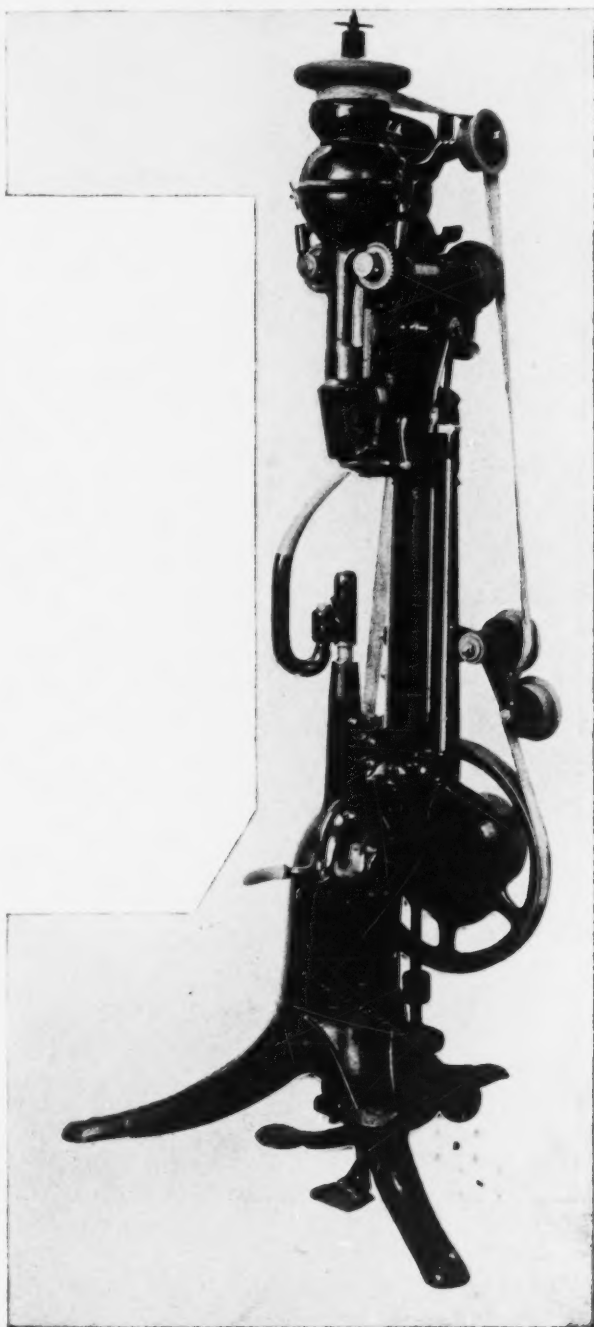


PLAINTIFF'S EXHIBIT 202.
[Put in Evidence, page 2090.]



PLAINTIFF'S EXHIBIT 203.

[Put in Evidence, page 2090.]

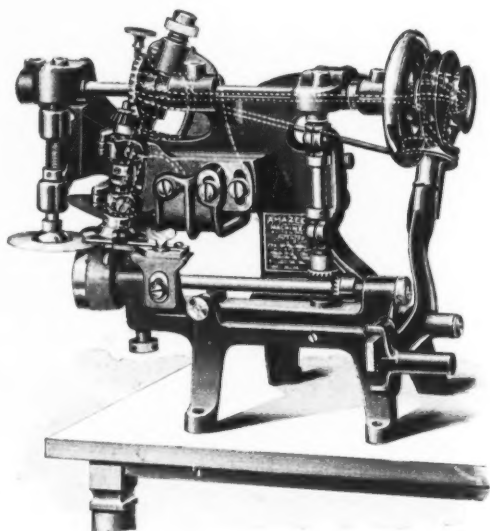


PLAINTIFF'S EXHIBIT 204.

[Put in Evidence, page 2091.]

AMAZEEN SKIVING MACHINE.

UNITED SHOE MACHINERY COMPANY.



MODEL No. 4.

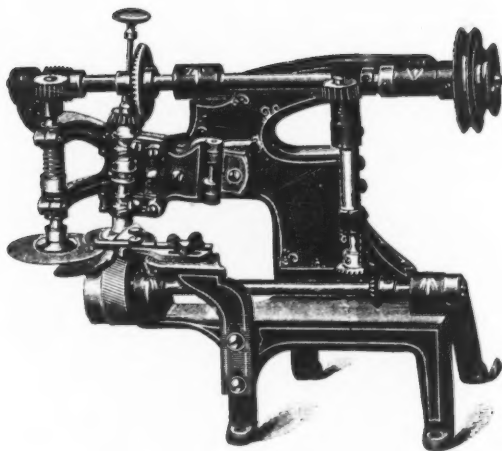
(Formerly known as "New Model.")

PLAINTIFF'S EXHIBIT 205.

[Put in Evidence, page 2091.]

AMAZEEN SKIVING MACHINE.

UNITED SHOE MACHINERY COMPANY.

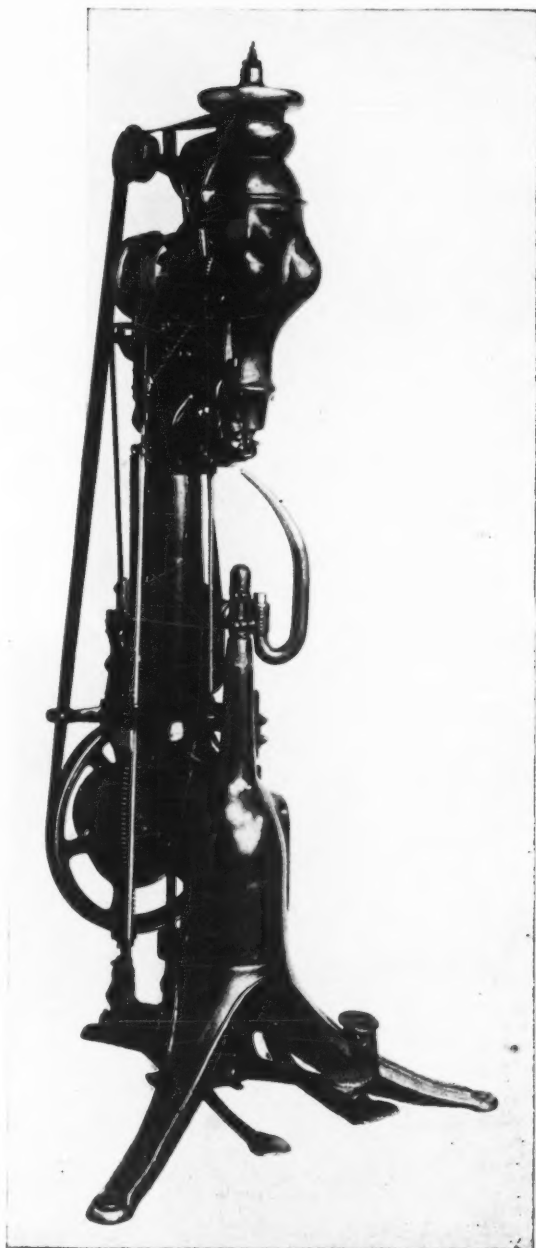


MODEL No. 3.

(Formerly known as "Old Pattern.")

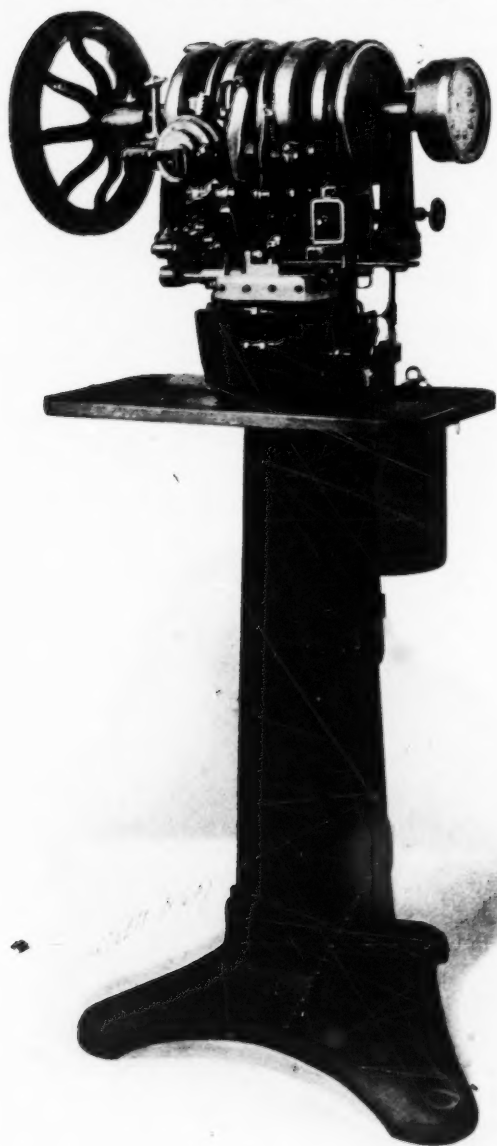
PLAINTIFF'S EXHIBIT 206.

[Put in Evidence, page 2098.]



PLAINTIFF'S EXHIBIT 207.

[Put in Evidence, page 2127.]



PLAINTIFF'S EXHIBIT 207.

[Put in Evidence, page 2127.]

GOODYEAR OUTSOLE RAPID LOCKSTITCH MACHINE

This machine fastens the outsole to the welt with a lockstitch seam. It is the very latest lockstitch machine produced and in it are embodied all the best features of the sewing machine art.

The thread is accurately measured to the needle and there is no abrasion of the thread in the operation of drawing the loop through the stock. A sufficient amount of thread to form each stitch is accurately pulled from the wax pot, this being automatically controlled according to the amount of thread needed. The stitch is perfect and the regulation of the feed is under instant control of the operator. It will stitch the lightest or the heaviest sole with equal facility and there is plenty of room for the operator to manipulate the shoe.

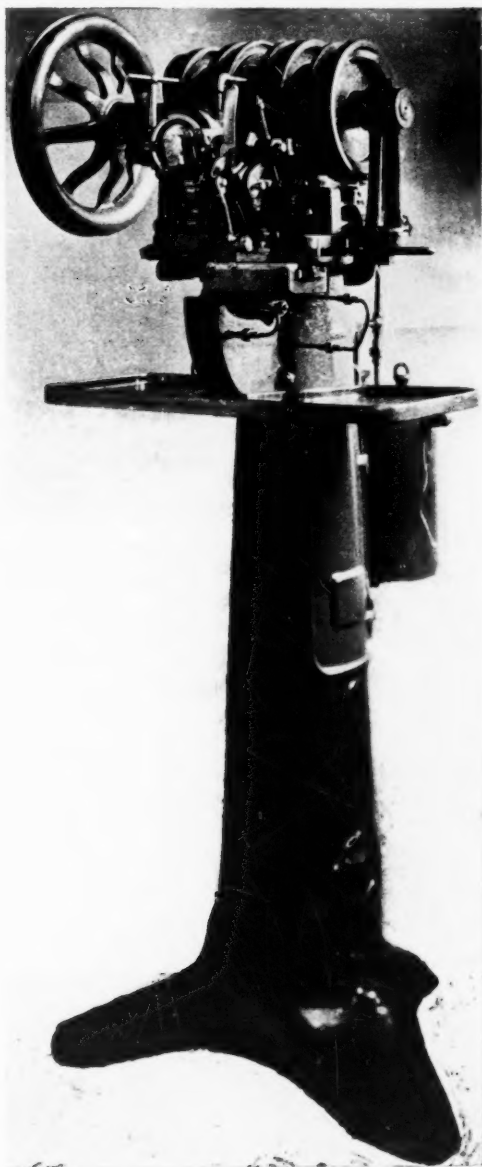
Receiving shaft runs	375 revolutions per minute
Pulley	8 x 2 $\frac{1}{2}$ inches
10-inch friction runs machine	312 revolutions per minute
11-inch friction runs machine	345 revolutions per minute
12-inch friction runs machine	375 revolutions per minute
Net weight	278 pounds
Gross weight	318 pounds

MEASURES

Length	2 feet
Width	2 feet
Height	5 feet

PLAINTIFF'S EXHIBIT 208.

[Put in Evidence, page 2127]



PLAINTIFF'S EXHIBIT 209.

[Pat in Evidence, page 2129.]





PLAINTIFF'S EXHIBIT 219.

[Put in Evidence, page 2145.]

**UNITED STATES CIRCUIT COURT OF APPEALS FOR THE
FIRST CIRCUIT.**

OCTOBER TERM, 1906.

No. 689.

UNITED SHOE MACHINERY COMPANY, COMPLAINANT, APPELLANT,
v.

DUPLESSIS SHOE MACHINERY COMPANY, DEFENDANT, APPELLEE.

Appeal from the Circuit Court of the United States for the District of
Massachusetts, from Final Decree (Lowell, J.), July 10, 1906.

Before Colt, Putnam and Brown, JJ.

OPINION OF THE COURT.

AUGUST 2, 1907.

PUTNAM, J. This is a bill in equity based on an alleged infringement of Letters Patent No. 412,704, covering an invention for an alleged improvement in sewing machines, and issued to Zachary T. French and William C. Meyer on October 8, 1889, on an application filed on July 30, 1888. The bill was filed on December 21, 1903, and it alleged infringements on and after October 1, 1903. The decree below was for the respondent.

The only question we need consider is whether, under section 4887 of the Revised Statutes, with its various amendments, the patent in suit was terminated on September 17, 1902, by reason of the termination of a certain British patent on that day. The legal questions involved relating to the identity of the patenting were fully discussed by us in *Westinghouse Electric Co. v. Stanley Instrument Co.*, 138 Fed. Rep. 823, in an opinion passed down on June 14, 1905, and in *Thomson-Houston Electric Co. v. McLean*, in an opinion passed down on April 11, 1907. The learned judge of the Circuit Court correctly applied the principles stated in these opinions to the facts of this case. We have no occasion to reconsider anything said by him on that issue. This especially applies to his observation, not limited to any particular claim in either pat-

ent, but relating to the whole of each patent, to the effect as follows: "I can find in neither patent here in question evidence of 'an essential, novel and patentable improvement on what was claimed' in the other."

The complainant maintains that the British patent was taken out by an intermeddler. The position on this point is as follows: It is not questioned that Mr. Gregory, a patent solicitor, was authorized to represent the inventor in England, and that he sent instructions to Brooks, his correspondent there, the purpose of which was to secure simultaneous patenting. At some time, not named, a letter was discovered from one Munyon and one Goodyear to Brooks of September 14, 1888, directing Brooks to disregard Gregory's instructions, and to file the application in each country as soon as possible. There is a failure to directly prove any authority of Munyon and Goodyear to thus override Gregory. Nevertheless, the Circuit Court, and we on appeal, proceeding on a bill in equity of this character as finders of the facts, have as wide a range for drawing inferences as a jury. There is no evidence that the inventor, or whoever controlled the invention, ever repudiated the British patent until after this suit was commenced, or attempted to do so. As he, whoever he was, knew that there was to be an application for a British patent, and that there was a purpose to take it out, it is beyond reasonable probability to assume that he never informed himself as to the issue of such a patent. On the other hand, the Circuit Court, and we, are entitled to assume that he obtained knowledge of what was done and acquiesced therein. Any hypothesis which would reject the conclusion of the Circuit Court in this respect, to the effect that the British patent was properly taken out, would be unreasonable.

The only other topic which we need consider is covered by the proposition of the complainant based on a series of conventions, or treaties, for the "international protection of industrial property," by which is meant especially trademarks and patents. The first was signed at Paris on March 20, 1883, between various nations, to which ratification by the United States was completed on March 29, 1887. Articles III, IV and V of this treaty relate to patents

for inventions. A subsequent treaty, which is of no consequence in this connection, as it related only to some details, was signed at Madrid on April 15, 1891. The treaty in which we are particularly interested was signed at Brussels on December 14, 1900, and was proclaimed by the President of the United States on August 25, 1902. 32 Stat. 1936. By the agreement among the ratifying governments, this treaty which is ordinarily called "An Additional Act," went into effect on September 14, 1902, three days before the British patent in question here terminated. 32 Stat. 1943. Article 1, page 1939, reads as follows:—

"The international Convention of March 20, 1883, is modified as follows:—

"I. Article 3 of the Convention shall read as follows:—

"ART. 3. Are assimilated to the subjects or citizens of the contracting States, the subjects or citizens of States not forming part of the Union, who are domiciled or have *bona fide* industrial or commercial establishments upon the territory of one of the States of the Union.

"II. Article 4 shall read as follows:—

"ART. 4. Any one who shall have regularly deposited an application for a patent of invention, of an industrial model, or design, of a trade or commercial mark, in one of the contracting States shall enjoy for the purpose of making the deposit in the other States, and under reserve of the rights of third parties, a right of priority during the periods hereinafter mentioned.

"In consequence, the deposit subsequently made in one of the other States of the Union before the expiration of these periods cannot be invalidated by acts performed in the interval, especially by another deposit, by the publication of the invention or its working, by the sale of copies of the design or model, by the employment of the mark.

"The periods of priority above mentioned shall be twelve months for patents of invention, and four months for design or industrial models, as well as for trade or commercial marks.

"III. There is inserted in the Convention an Article 4 *bis*, as follows:—

"Art. 4 *bis*. Patents applied for in the different contracting States by persons admitted to the benefit of the Convention under the terms of Articles 2 and 3 shall be independent of the patents obtained for the same invention in the other States adherents or non-adherents to the Union.

"This provision shall apply to patents existing at the time of its going into effect.

"The same rule applies, in the case of adhesion of new States, to patents already existing on both sides at the time of the adhesion."

The complainant maintains that the first paragraph of article 4 *bis* relates specifically to the topic we have under consideration, and that the declaration of independency is intended to prohibit any result by virtue of which a patent granted by one nation for a specified statutory term should be abbreviated as to its term by reason of the expiration of any patent granted by another nation. The paragraph relied on is obscure, because there are so many different aspects in which a patent, or anything, may be independent of or dependent on something else.

There were several international conferences between 1883 and 1909 on the topic of patents and trademarks to which we need not refer, except the one at Brussels at which a convention was signed on December 14, 1897, never in force in the United States.

One question is the weight to be given to the article 4 *bis* under the Constitution of the United States. The Constitution speaks of treaties and statutes in the same breath; and they have always been practically put in the same class by the Supreme Court. More than one hundred years ago, in *United States v. The Schooner Peggy*, 1 Cranch, 103, 110, the court said: —

"But yet where a treaty is the law of the land, and as such affects the right of parties litigating in court, that treaty as much binds those rights and is as much to be regarded by the court as an act of Congress."

There never has been any doubt on this proposition. Consequently, it was said absolutely in *The Cherokee Tobacco*, 11 Wall. 616, 621: —

"The effect of treaties and acts of Congress, when in conflict, is not settled by the Constitution. But the question is not involved in any doubt as to its proper solution. A treaty may supersede a prior act of Congress, and an act of Congress may supersede a prior treaty."

This has been repeated many times, the last in *Hijo v. United States*, 194 U. S. 315, 324. Consequently, so far as judicial action is concerned, a later treaty has the same effect on a prior statute as

a later statute has ; and, so far as the conventions pertinent here are concerned, the fact that the Constitution commits to Congress the power "to promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries" is of no consequence, because all the powers of Congress are especially vested, either directly or indirectly, by the Constitution in similar manner ; and to hold that a treaty could not abrogate a prior statute regarding patents because this particular legislative power is committed to Congress, could not be permitted so long as the general rule as to statutes superseding treaties, and *vice versa*, declared by the Supreme Court in the way we have pointed out exists. The rules which we have explained with reference to the relation of treaties to statutes, and as to treaties becoming immediately effective, are the necessary sequence of the decisions explained in *United States v. Lee Yen Tai*, 185 U. S. 213, 220, 221, 222.

But the respondent, now the appellee, maintains that article 4 *bis* of the Convention of 1900 was not effectual until enacted into a statute by Congress. An examination of the decisions of the Supreme Court on this topic will show there is no practical distinction whatever as between a statute and a treaty with regard to its becoming presently effective, without awaiting further legislation. A statute may be so framed as to make it apparent that it does not become practically effective until something further is done, either by Congress itself or by some officer or commission entrusted with certain powers with reference thereto. The same may be said with regard to a treaty. Both statutes and treaties become presently effective when their purposes are expressed as presently effective ; and, on its face, article 4 *bis* of the convention in question is so expressed. A striking illustration of the rule that treaties become effective in the same manner as statutes is found in *United States v. The Schooner Peggy*, 1 Cranch. 103, already cited. This vessel was condemned in the Circuit Court on September 23, 1800. A treaty with France became effective on September 30, 1800 ; and, inasmuch as the judgment of the Circuit Court was

subject to a writ of error which was sued out on October 2, 1800, the Supreme Court held that the treaty annulled the condemnation.

Nevertheless, Congress has legislated on the topic since the treaty was ratified; and, under the rule which we have stated, that subsequent legislation, so far as it expressed any Congressional purpose inconsistent with any claimed construction of article 4 *bis*, or inconsistent with its becoming effective of its own force, that purpose controls; and the purpose of Congress in the act to which we will refer is so marked out by implication, although not stated in express terms, that what construction should be put on article 4 *bis*, and what rule should be applied as to its becoming effective, have become purely academical questions so far as this appeal is concerned. The act to which we refer is that of March 3, 1903, chap. 1019, 32 Stat. 1225, which preceded in time the filing of this bill and the infringements alleged therein.

It becomes necessary in this connection to turn back to Senate Document 331, Fifty-fifth Congress, 2d Session, being a report from the Committee on Foreign Relations, with accompanying papers. This concerns the convention signed at Brussels on December 14, 1897, which we have spoken of, never accepted by the United States. We refer to the report of the United States commissioners who took part in the conference at Brussels, dated December 15, 1897. That stated as follows: "A new article, entitled article 4 *bis*, provides for the mutual independence of patents applied for in the different states of the Union by persons entitled to the rights granted by the convention." It added that the delegates from the United States supported this proposed new article under instructions; but it then proceeded as follows:—

"In order to avoid any confusion in regard to the interpretation hereafter to be given to the second paragraph, which reads, 'This provision shall apply to all patents existing at the time of its entering into force,' we called attention to it in the regular meeting and found that it was the unanimous sense of the conference that the paragraph was not applicable to existing United States patents, but only to those patents whose terms might be shortened by the laws of those states of the Union in which provision is made for a shortening of the term on the lapsing of patents for the same inventions in other states.

"An existing United States patent cannot be affected by what may take place in regard to a patent for the same invention abroad. The limitation of the terms of the United States patents imposed by section 4887 was a determination at the moment of the grant of the patent of its term, and therefore the duration of the patent is unaffected by the subsequent expiration of a foreign patent for the same invention by reason of non-payment of taxes or non-working."

The article in the proposed convention to which these observations related reads as follows:—

"ART. 4 *bis*. Patents applied for in the different contracting states by persons admitted to the benefit of the Convention under the terms of Articles 2 and 3, shall be independent of the patents obtained for the same invention in the other states adhering or not to the Union.

"This provision shall apply to patents existing at the time of its going into effect.

"The same rule applied in the case of adhesion of new states as to patents already existing either in the Union or in the new adhering state at the time of the adhesion."

This language was literally the same as that now under discussion, found in the Convention of December 14, 1900, with the following exceptions: The first sentence now closes with the words, "adherents or non-adherents to the Union," instead of the words, "adhering or not to the Union"; and also the last sentence now ends with the words, "to patents already existing on both sides at the time of the adhesion," instead of the words, "to patents already existing either in the Union or in the new adhering state at the time of the adhesion." It is not possible that these merely literal changes can in any way affect any question which we have before us. It is especially to be noted that the commissioners reported that all the commissioners present were unanimous that this proposed phraseology of the Convention of 1897 would not effect the expiration of United States patents already issued. We have received, through the courtesy of the State Department, a copy of the report of the commissioners who negotiated the treaty of December 14, 1900, but it makes no reference to the topic we are discussing.

Thus the Convention of 1900 and the proposed convention of

1897 alike contained the provisions in reference to patents existing at the time the treaty went into effect, and relative to new adhering states, on which the complainant relies as saving its patent.

The act of 1903, to which we have referred, is entitled "An Act to effectuate the provisions of the additional act of the International Convention for the protection of industrial property." What is there called "the additional act" is the Convention of December 14, 1900. There is no express provision in the statute itself in line with the title; and it is rare that the title is effectual. We all know that Lord Coke said that it ought not be taken into consideration at all; but there are occasions when the language of an act is couched in such general terms that we must go to the title to find its limitations. The Supreme Court has reiterated Lord Coke's observation, but with the qualification which we state, to the effect that, when the mind labors to discover the design of the legislature, it seizes everything from which aid can be derived, and then the title will have its due share of consideration. *The Bark Eudora*, 190 U. S., 169, 172, 173. A very striking illustration of this with reference to the later statutes about aliens appears in the opinion of Judge Gray, in behalf of the Circuit Court of Appeals for the Third Circuit, in *Rodgers v. United States*, 152 Fed. Rep. 346, 350. The statutes there in issue use the broad word aliens, and yet the title was availed of by the court to limit them to aliens who were immigrants. We cannot doubt that the act of 1903 to which we refer is to be construed as passed for the purpose named in its title; and, inasmuch as it relates to the same topics involved here as the Convention of December 14, 1900, we can, also, have no doubt that it is to be regarded as covering the entire ground so far as it concerns us. This is the well-settled rule of construction applied under such circumstances to legislation which has the form of codification. The ruling of the Supreme Court in *Dallemagne v. Moisan*, 197 U. S. 169, 175, in regard to various treaties respecting consular jurisdiction over crews of vessels of foreign nations, and referring to a statute of the United States enacted in relation thereto, observed as follows:

"This statute having been passed by the United States for the

purpose of executing the treaties it had entered into with foreign governments, must be regarded as the only means proper to be adopted for that purpose."

That observation directly applies here, and fully supports the rule of construction which we have stated with regard to legislation which has the form of codification. Fairly paraphrasing the language of the Supreme Court cited, we may say that the statute of 1903, having been passed for the purpose of executing treaties, must be regarded as expressing the only effect which Congress intended they should have to the extent of the subject-matters to which the act relates. It re-enacts section 4887 in such form as Congress desired, faithfully omitting such parts of the Convention of 1900 as referred to patents existing at the time it went into effect, or as referred to newly adhering states. It is to be borne in mind that treaties with foreign nations have a liberal construction, even at variance with the apparent meaning of the mere letter when interpreted according to the rules of the common law. The purpose is to work out the common intention, including that of peoples who know nothing about the common law, and who use phraseology different from that to which we are accustomed. A noticeable declaration of this fact is found in *United States v. Winans*, 198 U. S. 371, 380, where the Supreme Court reiterated that it would sometimes go to the extent of construing a treaty with Indians as they understood it when it was made, rather than according to its letter. Certainly, it would not violate any just rules if either the Executive, the Judiciary or the Congress of the United States, should construe a treaty in accordance with what was clearly the common understanding of all the commissioners who negotiated it. The courts might safely do this; and, perhaps, they would be compelled to when there was a formal protocol of the proceedings of the negotiations expressing it. Under the circumstances here, Congress might well be justified in acting on the report of the commissioners who were concerned in the intended Convention of 1897, to the effect that all present were of the opinion that the proposed article then under consideration could not affect existing patents in the United States, in view of the fact that the same language was

carried forward into the treaty of 1900, without any contravening statement from any of the parties who negotiated it. This may well explain why it is that we find the act of 1903 in the form in which we do find it. At any rate, that act did omit the special provisions with reference to existing patents, and future adhering states, on which the complainant relies; and, for the reasons which we have stated, we must conclude that this was purposely done.

Whatever might have been the condition with reference to a bill in equity filed before the act of 1903, covering infringement prior thereto, we have here a statute passed before filing of the existing bill, and the infringements now alleged, which pronounces the construction we must give the convention of 1900, according to the legislative will declared since it was ratified. In any event, the courts would hesitate before giving a treaty an interpretation differing from that solemnly given it by the Executive or by Congress, even if they would ever do it. According to the law as it stood when the patent in suit issued, it expired with the British patent. To enable it to run its statutory term, retroactive legislation by statute or treaty was necessary. It is not impossible that the Convention of 1900 might have been regarded as retroactive and as reaching this patent; but, before any issue arose between the parties to this appeal, and, therefore, before any rights against the respondent could have vested in the complainant, Congress interposed and pronounced the legislative will, subsequently to the ratification of the convention, that it should not be regarded as retroactive. Consequently, we find no saving clause so far as the litigation here is concerned.

In *Sawyer Spindle Company v. Carpenter*, 143 Fed. Rep. 976, in which we passed down an opinion on February 23, 1906, that portion of the act of 1903 which re-enacted section 4887 of the Revised Statutes was held not to be retroactive so far as concerns patents which had then expired, and the general rule that statutes are not to be held retroactive was stated. While it is true that in *Sawyer Spindle Company v. Carpenter* the patentee did not rely on any International Convention, and brought none to our attention, yet it is also true that the result reached in that case was in

harmony with the ordinary rules of statutory construction. We are of the opinion that here the Circuit Court was correct, and that there is nothing in the treaties made by the United States, as controlled and construed by the later Federal statute, which saves the complainant.

The decree of the Circuit Court is affirmed; and the appellee recovers its costs of appeal.

A true copy:

Attest: FRANCIS M. FOGARTY, Clerk,

[SEAL]

by Arthur T. Charron, Deputy Clerk.

UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIRST
CIRCUIT.

OCTOBER TERM, 1906.

No. 689.

UNITED SHOE MACHINERY COMPANY, COMPLAINANT, APPELLANT,

v.

DUPLESSIS SHOE MACHINERY COMPANY, DEFENDANT, APPELLEE.

FINAL DECREE.

AUGUST 2, 1907.

This cause came on to be heard April 25 and 26, 1907, upon the transcript of record of the Circuit Court of the United States for the District of Massachusetts, and was argued by counsel.

On consideration whereof, It is now, to wit, August 2, 1907, here ordered, adjudged and decreed as follows: The decree of the Circuit Court is affirmed; and the appellee recovers its costs of appeal.

By the Court,

JOHN G. STETSON, Clerk.

A true copy:

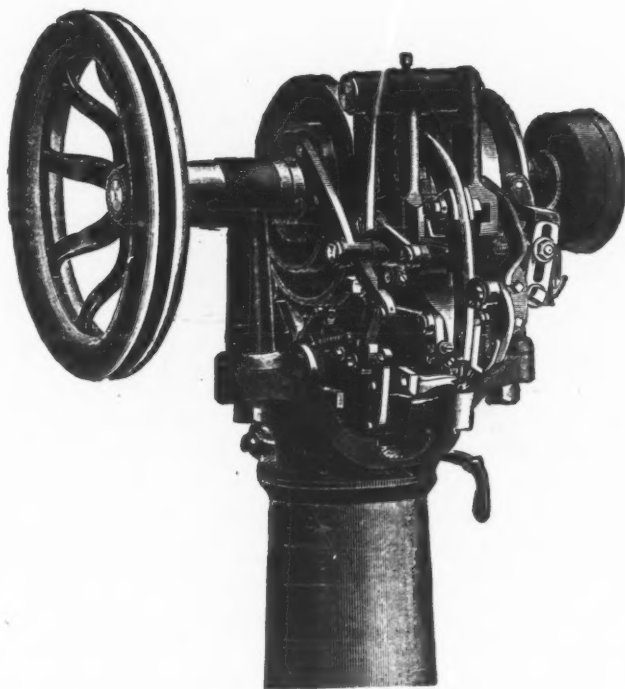
[SEAL] Attest: FRANCIS M. FOGARTY, Clerk.

PLAINTIFF'S EXHIBIT 220.

[Put in Evidence, page 2160.]

WELT AND TURN MACHINE.

13

**Welt and Turn Machine.**

Base and Column.

WELT AND TURN MACHINE.

25

List No.	Tension.	
1085	Tension (complete)	\$5.00
1095	Bracket for tension	1.00
26	Screw to mount bracket	.06
161	Tension Wheel	.65
161a	Smooth Tension Wheel	.65
1096	Stud to mount tension wheel	.95
943	Steel Washer on tension wheel stud between felt washer and bracket	.05
72	Nut to mount stud in bracket	.08
938	Felt Washers (pair)	.05
1098	Iron Washer for tension wheel	.25
162	Spring for tension	.10
22	Hand-Nut (large)	.15
154	Hand-Nut (small)	.15
1099	Hand-Lever for tension	1.00
1100	Pin to mount hand-lever on bracket	.15

Tension Release.

39	Tension Release (complete)	6.00
1101	Arm on base for center-head to mount shaft for bell crank	1.00
1049	Bolt to mount arm on base for center-head	.15
1102	Shaft to mount bell crank (with bell crank)	.70

26 WELT AND TURN MACHINE.

List No.		
1103	Bell Crank on shaft (not sold separately)	
1104	Chain to connect bell crank to hand-lever	\$0.06
1105	Spring Cotter in chain	.02
1106	Adjusting-Rod in hand-lever for chain	.25
1107	Clamp-Nut on adjusting-rod	.40
112	Screw in clamp-nut	.08
1108	Clutch-Lever to operate bell crank	.65
1516	Pin to mount clutch-lever in bell crank	.10
1109	Clutch-Cam to operate clutch-lever	.85
1110	Set-Screw for clutch-cam	.08
1111	Buffer on clutch-cam	.02
1696	Screw to mount buffer on clutch-cam	.05
1112	Clamp-Piece to guide lever for clutch-cam	.50
1113	Clamp-Piece to mount guide-piece No. 1112	.20
121	Screw to mount clamp-pieces on cam-shaft stand	.10
1114	Spring on clamp-piece No. 1112 to return clutch-lever	.10
1696	Screw to mount spring No. 1114	.05
1115	Spring for bell crank shaft	.08
1116	Collar on shaft to mount spring No. 1115	.35
112	Set-Screw for collar No. 1116	.08

1289

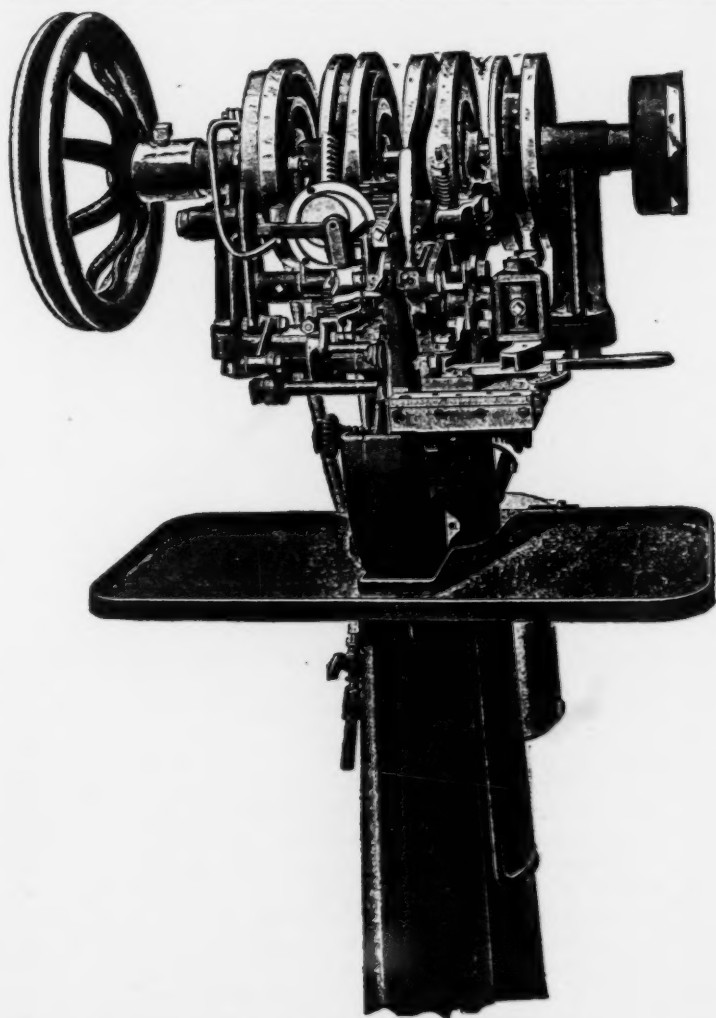
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EXHIBITS FOR THE UNITED STATES.

RAPID OUTSOLE STITCHER.

61

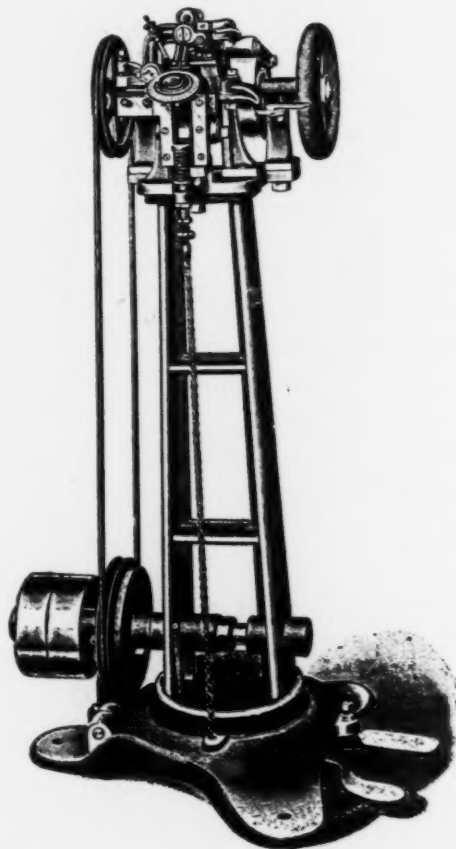


Rapid Outsole Stitcher.

Base and Column.

HADAWAY STITCH SEPARATOR.

89

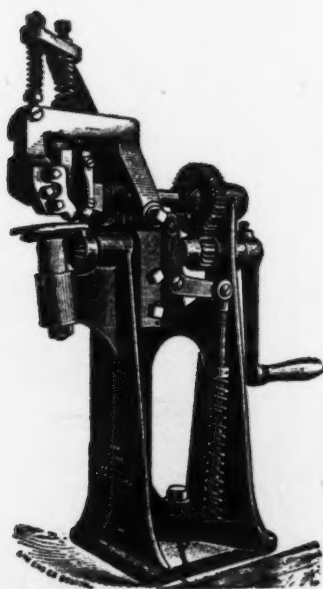


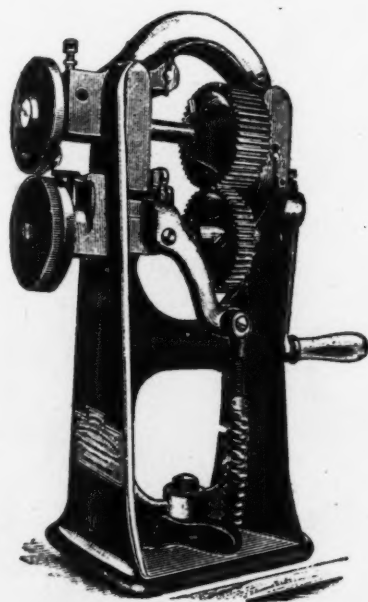
Hadaway Stitch Separator.

Base and Treadles.

TURN AND INSOLE CHANNELING MACHINE.

95

**Turn and Insole Channeling Machine.****Frame and Edge-Gauge Parts. .**



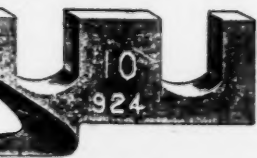
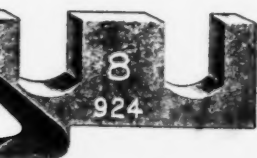
Outsole Channeling Machine.

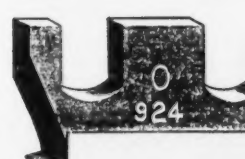
Frame and Lift-Lever.

Outsole Channel Knives.

Price, \$0.30 each.





**Square Heel Knives.**

PLAINTIFF'S EXHIBIT 225.

[Put in Evidence, page 2190.]

**DEPARTMENT OF THE INTERIOR,
United States Patent Office.**

To all persons to whom these presents shall come, Greeting:

This is to certify that the annexed is a true copy from the records of this office of an instrument of writing Recorded May 27, 1893, in Liber S-48, page 122. Said record has been carefully compared with the original and is a correct transcript of the whole thereof.

In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent Office to be affixed at the City of Washington, this 21st day of August, in the year of our Lord one thousand nine hundred and thirteen and of the independence of the United States of America the one hundred and thirty-eighth.

[SEAL]

THOMAS EWING Commissioner of Patents.

Liber S 48, Page 122.

Know all Men by these Presents that The Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Connecticut, and located at the Town of Hartford in said State, party hereto of the first part, in consideration of the sum of one dollar and other valuable consideration to it paid by the Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Maine, and located at Portland, in the County of Cumberland and State of Maine, party hereto of the second part, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and doth by these presents, sell, assign, transfer and set over unto said Goodyear Shoe Machinery Company, party hereto of the second part, all and every right, title and interest which it, the party hereto of the first part has in and to or under the several Letters Patent of the United States of America hereinafter described or referred to, namely:

Letters Patent No. 165,506, dated July 13, 1875, granted to

Everett P. Richardson for an Improvement in Machines for Sewing Turned Shoes.

Letters Patent No. 170,547, dated Nov. 30, 1875, granted to The Goodyear Boot and Shoe Sewing Machine Company for an Improvement in Machines for Sewing Boots and Shoes.

Letters Patent No. 190,709, dated May 15, 1877, granted to Christian Dancel for an Improvement in Machines for Sewing Boots and Shoes.

Letters Patent No. 191,387, dated May 29, 1877, granted to Joseph S. Turner for an Improvement in Manufacture of Boots and Shoes.

Letters Patent No. 196,809, dated Nov. 6, 1877, granted to Jeremiah Keith for an Improvement in Wax Thread Sewing Machines.

Letters Patent No. 199,802, dated Jan. 29, 1878, granted to Charles Goodyear, Jr. for an Improvement in Sewing Machines for Boots and Shoes.

Letters Patent No. 199,759, dated Jan. 29, 1878, granted to Joseph S. Turner for an Improvement in Throat Plates for Boot and Shoe Sewing Machines.

Letters Patent No. 200,232, dated Feb. 12, 1878, granted to Joseph S. Turner for an Improvement in Channelling Tools for Boot and Shoe Soles.

Letters Patent No. 213,712, dated Mar. 25, 1879, granted to Joseph S. Turner for an Improvement in Sole Marking Tools for Channelling.

Letters Patent No. 215,547, dated May 20, 1879, granted to Joseph S. Turner for an Improvement in Machines for Pricking and Trimming Soles.

Letters Patent No. 221,660, dated Nov. 18, 1879, granted to Mary A. C. Holmes for an Improvement in Machines for Channelling and Perforating the Soles of Boots and Shoes.

Letters Patent No. 232,382, dated Sept. 21, 1880, granted to Joseph S. Turner for an Improvement in Machines for Trimming and Channelling Boot and Shoe Soles.

Letters Patent No. 236,938, dated Jan. 25, 1881, granted to Michael A. Donovan for an Improvement in Sewing Machines.

Letters Patent No. 239,999, dated Apr. 12, 1881, granted to Joshua F. Ames for an Improvement in Sole Channelling Machines.

Letters Patent No. 240,307, dated Apr. 19, 1881, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Sole Sewing Machines.

Letters Patent No. 245,712, dated Aug. 16, 1881, granted to Charles W. Glidden for an Improvement in Sole Channelling and Shaping Machines.

Letters Patent No. 249,237, dated Nov. 8, 1881, granted to Charles W. Glidden for an Improvement in Machines for Pricking and Trimming Soles.

Letters Patent No. 249,279, dated Nov. 8, 1881, granted to James W. Brooks, Trustee, for an Improvement in Machines for Pricking, Trimming and Channelling Soles.

Letters Patent No. 251,240, dated Dec. 20, 1881, granted to Socrates Keats and Arthur Keats for an Improvement in Sewing Machines.

Letters Patent No. 254,594, dated Mar. 7, 1882, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in the Method of Lasting and Uniting the Uppers and Soles of Boots and Shoes.

Letters Patent No. 258,696, dated May 30, 1882, granted to Eli Bertrand for an Improvement in Boot or Shoe Holding Jacks.

Letters Patent No. 260,990, dated July 7, 1882, granted to Alphonso Keats for an Improvement in Sewing Machines.

Letters Patent No. 267,798, dated Nov. 21, 1882, granted to Marshall H. Pearson for an Improvement in Boot and Shoe Sewing Machines.

Letters Patent No. 274,091, dated Mar. 13, 1883, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Lasting Jacks or Holders for Boots and Shoes.

Letters Patent No. 281,258, dated July 17, 1883, granted to The

Goodyear and McKay Sewing Machine Company for an Improvement in Lasting Jacks or Holders for Boots and Shoes.

Letters Patent No. 296,790, dated Apr. 15, 1884, granted to Earle H. Smith for an Improvement in Sewing Machine Shuttles.

Letters Patent No. 317,758, dated May 12, 1885, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Sole Sewing Machines.

Letters Patent No. 317,759, dated May 12, 1885, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Sole Sewing Machines.

Letters Patent No. 320,075, dated June 16, 1885, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Machines for Beating out Welts.

Letters Patent No. 330,928, dated Nov. 24, 1885, granted to James W. Brooks, as Trustee, for an Improvement in Machines for Channelling the Soles of Boots and Shoes.

Letters Patent No. 331,145, dated Nov. 24, 1885, granted to John S. Leavitt for an Improvement in Tools for Channelling Boot and Shoe Soles.

Letters Patent No. 331,214, dated Nov. 24, 1885, granted to James W. Brooks, as Trustee, for an Improvement in Tools for Channelling Soles of Boots and Shoes.

Letters Patent No. 366,935, dated July 19, 1887, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Sole Sewing Machines.

Letters Patent No. 369,563, dated Sept. 6, 1887, granted to The Goodyear and McKay Sewing Machine Company for an Improvement in Shoe Sole Sewing Machines.

Letters Patent No. 373,391, dated Nov. 15, 1887, granted to John C. Daggett and Charles H. Colburn for an Improvement in Sewing Machine Feed.

Letters Patent No. 412,703, dated Oct. 8, 1889, granted to The Goodyear Shoe Machinery Company for an Improvement in Sewing Machines.

Letters Patent No. 412,704, dated Oct. 8, 1889, granted to The

Goodyear Shoe Machinery Company for an Improvement in Shoe Sewing Machines.

Letters Patent No. 420,441, dated Feb. 4, 1890, granted to Jonathan Munyan for an Improvement in Mechanism for Winding Bobbins.

Letters Patent No. 424,966, dated Apr. 8, 1890, granted to Zachary Taylor French and William Christian Meyer for an Improvement in Shuttles for Sewing Machines.

Letters Patent No. 453,999, dated June 9, 1891, granted to The Goodyear Shoe Machinery Company for an Improvement in Channelling Machines.

Letters Patent No. 459,036, dated Sept. 8, 1891, granted to Christian Dancel for an Impaovement in Sewing Machines.

Letters Patent No. 461,793, dated Oct. 20, 1891, granted to The Goodyear Shoe Machinery Company for an Improvement in Methods of Forming Chain Stitches.

Letters Patent No. 463,967, dated Nov. 24, 1891, granted to The Goodyear Shoe Machinery Company for an Improvement in Rough Rounding and Channelling Machines.

Letters Patent No. 463,982, dated Nov. 24, 1891, granted to The Goodyear Shoe Machinery Company for an Improvement in Rough Rounding and Channelling Machines.

Letters Patent No. 473,870, dated Apr. 28, 1892, granted to The Goodyear Shoe Machinery Company for an Improvement in Sole Sewing Machines.

Letters Patent No. 474,774, dated May 10, 1892, granted to The Goodyear Shoe Machinery Company for an Improvement in Sole Sewing Machines.

Letters Patent No. 480,229, dated Aug. 2, 1892, granted to The Goodyear Shoe Machinery Campany for an Improvement in Sewing Machines.

Letters Patent No. 488,505, dated Dec. 20, 1892, granted to The Goodyear Shoe Machinery Company for an Improvement in Tension Devices for Sewing Machines.

Letters Patent No. 488,508, dated Dec. 20, 1892, granted to

The Goodyear Shoe Machinery Company for an Improvement in Tension Devices for Sewing Machines.

And the party hereto of the first part has sold, assigned and transferred and doth by these presents sell, assign and transfer unto the party of the second part, all rights, claims and demands both at law and in equity to or in respect of damages or profits which can or may be recovered from infringers of said Letters Patent or either or any of them, and doth hereby irrevocably constitute and appoint the party of the second part its attorney, with power of substitution, in its name to demand, sue for, recover and receive for the use of it, the party of the second part, any and all such damages or profits, but so that the party of the first part incurs no expense or liability in respect thereof.

All the said several Letters Patent and rights and interests therein and thereunder to be held and enjoyed by the party hereto of the second part for its own use and behoof, and for the use and behoof of its successors and assigns to the full end of the respective terms for which the said Letters Patent have been or shall hereafter be granted, as fully and entirely as the same would have been held and enjoyed by the party hereto of the first part, had this assignment and sale not been made.

In Witness Whereof, the said The Goodyear Shoe Machinery Company, party hereto of the first part, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Jonathan Munyan, its President, and Stephen V. A. Hunter, its Treasurer, this ninth day of March, A. D. 1893.

[SEAL]

THE GOODYEAR SHOE MACHINERY COMPANY

Jonathan Munyan, President

S. V. A. Hunter, Treasurer

Recorded May 27, 1893.

PLAINTIFF'S EXHIBIT 227.

[Put in Evidence, page 2165.]

N. B. — When an order is sent for Spare Parts, without money, this Company reserves the right to send the pieces C. O. D. by Express, and to add the cost of collecting to the bill.

5 per cent. discount will be allowed on parts when the money accompanies the order.

Bill No.

Boston, Feb. 14 1889

COMMONWEALTH S. L. Co. Marlboro

In account with THE GOODYEAR & MCKAY SEWING MACHINE
COMPANY,

No. 158 Summer Street.

Subject to all the terms and conditions of any agreement or
licenses between the said parties.

For a Lease and License of the following Machinery :

One Goodyear Lock Stitch Mach.	#223
One Cap Winder	#181
One Outsole Channeler	#953
One 3 ft Countershaft	#350

Terms — Cash Apr 24/89

Shipped by Dart & Co. Ex.

PLAINTIFF'S EXHIBIT 228.

[Put in Evidence, page 2167.]

Lease No. 4282 Full Set. [Form 597.]

Transfer from *Warwick Shoe Co.* (*Univer. R.* #27) Lease No.
3923

This Lease and Agreement, made at Boston, Massachusetts, this 5th day of April A. D. 1898, by and between Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Maine, Lessor, and party hereto of the first part, and *Commonwealth Shoe & Leather Co., doing business in Whitman, Mass.* Lessee, and party hereto of the second part, Witnesseth ;

Whereas, the Lessor is the owner of or is licensed under the

several Letters Patent of the United States, recited in the schedule following, viz.:

SCHEDULE OF PATENTS.

No. 240,307, dated April 19, 1881.	No. 546,211, dated September 10, 1895.
No. 249,279, dated November 8, 1881.	No. 546,851, dated September 24, 1895.
No. 253,156, dated January 31, 1882.	No. 546,852, dated September 24, 1895.
No. 317,758, dated May 12, 1885.	No. 548,309, dated October 22, 1895.
No. 317,759, dated May 12, 1885.	No. 549,125, dated November 5, 1895.
No. 320,075, dated June 16, 1885.	No. 549,126, dated November 5, 1895.
No. 330,928, dated November 24, 1885.	No. 549,471, dated November 5, 1895.
No. 336,935, dated July 19, 1887.	No. 553,948, dated February 4, 1896.
No. 369,563, dated September 6, 1887.	No. 553,949, dated February 4, 1896.
No. 412,703, dated October 8, 1889.	No. 555,547, dated March 3, 1896.
No. 412,704, dated October 8, 1889.	No. 555,548, dated March 3, 1896.
No. 424,906, dated April 8, 1890.	No. 556,146, dated March 10, 1896.
No. 453,999, dated June 9, 1891.	No. 557,744, dated April 7, 1896.
No. 456,041, dated July 14, 1891.	No. 558,379, dated April 14, 1896.
No. 461,793, dated October 20, 1891.	No. 558,380, dated April 14, 1896.
No. 463,967, dated November 24, 1891.	No. 558,381, dated April 14, 1896.
No. 463,982, dated November 24, 1891.	No. 558,382, dated April 14, 1896.
No. 473,870, dated April 26, 1892.	No. 558,888, dated April 21, 1896.
No. 474,774, dated May 10, 1892.	No. 559,314, dated April 28, 1896.
No. 483,393, dated September 27, 1892.	No. 560,976, dated May 26, 1896.
No. 488,505, dated December 20, 1892.	No. 561,396, dated June 2, 1896.
No. 488,591, dated December 27, 1892.	No. 563,471, dated July 7, 1896.
No. 488,841, dated December 27, 1892.	No. 563,472, dated July 7, 1896.
No. 495,452, dated April 11, 1893.	No. 564,379, dated July 21, 1896.
No. 500,000, dated June 20, 1893.	No. 564,883, dated July 28, 1896.
No. 510,127, dated December 5, 1893.	No. 11,578, reissued December 8, 1896.
No. 511,263, dated December 19, 1893.	No. 573,068, dated December 15, 1896.
No. 514,364, dated February 6, 1894.	No. 573,069, dated December 15, 1896.
No. 514,741, dated February 13, 1894.	No. 573,144, dated December 15, 1896.
No. 518,911, dated April 24, 1894.	No. 11,587, reissued February 2, 1897.
No. 520,020, dated May 15, 1894.	No. 579,205, dated March 23, 1897.
No. 529,900, dated November 27, 1894.	No. 579,206, dated March 23, 1897.
No. 533,301, dated January 29, 1895.	No. 579,207, dated March 23, 1897.
No. 536,338, dated March 26, 1895.	No. 579,231, dated March 23, 1897.
No. 537,823, dated April 23, 1895.	No. 580,746, dated April 13, 1897.
No. 540,222, dated May 28, 1895.	No. 576,114, dated February 2, 1897.
No. 540,223, dated May 28, 1895.	No. 579,146, dated March 23, 1897.
No. 540,438, dated June 4, 1895.	No. 580,773, dated April 13, 1897.
No. 540,616, dated June 4, 1895.	No. 583,968, dated June 8, 1897.
No. 541,988, dated July 2, 1895.	No. 584,038, dated June 8, 1897.
No. 542,813, dated July 16, 1895.	No. 584,039, dated June 8, 1897.
No. 543,012, dated July 23, 1895.	

And, Whereas, the Lessee desires a license to use the inventions, or some of them, which are patented in and by the above-recited Letters Patent, and also desires a lease of the machines which are designated by their numbers in the schedule of machines following, viz. :

SCHEDULE OF MACHINES.

Goodyear Welt and Turn Shoe Machine , No.
Goodyear Outsole Stitcher (Lock Stitch "Rapid"), No. 942
(Welt Bevelling Attachment, No.)
Goodyear Channeler (Insole), No.
Goodyear Channeler (Outsole), No.
Rounding and Channeling Machine , No.
Universal Rounding and Channeling Machine , No. 27
Channel Lip Turner , No.
Goodyear Channel Opener , No.
Goodyear Welt Beater , No.
Goodyear Shank Skiver , No.
Universal Shank Skiver , No.
Goodyear Bobbin Winder , No.
Goodyear Welt Groover , No.
Goodyear Welt Splitter , No.
Goodyear Basting Machine , No.
Universal Inseam Trimmer , No.
Goodyear Sole Layer , No.
Goodyear Automatic Sole Leveller , No.
Hadaway Stitch Separator , No.

The said machines being the property of the Lessor :

Now, therefore, the Lessor, in consideration of one dollar and other valuable consideration to it paid by the Lessee, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, on the part of the Lessee to be kept and performed, doth lease unto the Lessee the machines designated by their numbers in the foregoing Schedule of Machines, and doth license the Lessee and the operatives in his employment to use the machines hereby leased, and also such of the inventions patented as aforesaid as are embodied in the said

machines, or either or any of them, but upon the agreements and conditions hereinafter set forth; and this lease and license is granted by the Lessor and accepted by the Lessee on the express condition that the Lessee shall faithfully keep and perform all the agreements and conditions herein contained on his part to be kept and performed, and upon breach of the same, or either or any of them, by the Lessee, the Lessor, notwithstanding any express or implied waiver of any prior breach, may at its option cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee or to any one in the possession or apparent control of the machines hereby leased, or either or any of them, this lease and license shall terminate, and possession of the said machines shall thereupon re-vest in the Lessor;

And the Lessee hereby agrees to keep and perform all the following conditions of this lease and license:

First. The Lessee hereby agrees to use, and is hereby licensed to use, the machines hereby leased and the inventions patented as aforesaid only in his factory in *Whitman* in the State of *Massachusetts* and only in the manufacture of boots and shoes, and agrees to keep the said machines in working order at his own expense and to procure of the Lessor or its agents all parts for repairing the machines hereby leased, and agrees not to add to or subtract from the said machines any part or mechanism whatever, now or hereafter organized or connected therewith by the Lessor, nor to make nor allow to be made any change or alteration in the same, nor to remove or deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. The Lessee hereby agrees to permit the agents and inspectors of the Lessor, at all reasonable times, to have convenient access to the machines, to examine and inspect the same and the use thereof, and to verify the operator's reports, and to add improvements to the machines as the Lessor may see fit; and the agreements and conditions herein contained shall apply to all improvements which the Lessor shall hereafter add to the machines, and to all patented inventions hereafter embodied therein,

with the same effect as if the patents therefor were included in the foregoing schedule of patents.

Third. The following is the schedule of rents and royalties hereinafter referred to, and which it is understood and agreed is to be paid by the Lessee for each pair of shoes or boots respectively made by the aid of the machines hereby leased, or either or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, viz. :

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR WELTS.

Children's	.	.	.	.	.	3 cents per pair.
Misses'	.	.	.	.	.	4 " "
Women's	.	.	.	.	.	6 " "
Youths'	.	.	.	.	.	4 " "
Boys'	.	.	.	.	.	6 " "
Men's	.	.	.	.	.	8 " "

Fourth. The Lessee hereby agrees to keep proper books of account, and make true and complete entries therein of all transactions relating to the manufacture and sale of all boots and shoes made by him, or by any other person for him or for others, by the aid of the machines hereby leased, or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, and to render an account thereof to the Lessor on or before the tenth day of each month, which account shall specify the number of pairs of boots and shoes made under this lease and license during the calendar month next preceding, and the class to which they belong according to the above schedule of rents and royalties; and the Lessee agrees that he will require the operator or operators on said machines to keep a daily account of all boots or shoes made by the aid of said machines upon the printed forms to be furnished by the Lessor, in duplicate, one copy of which, containing such reports for the calendar month next preceding, the Lessee agrees to send, on or before the tenth day of each month, to the Lessor, and, whenever required by the Lessor, to make oath to the correctness of said returns, and to allow the Lessor, by its agents or attorneys, to examine and take copies or extracts from the original book or

books of account of the Lessee and the accounts kept by the operator or operators as aforesaid; and the Lessee hereby agrees to send to the Lessor, on or before the tenth day of each month, in case the machines hereby leased have not been run during the month next preceding, one of the aforesaid printed forms furnished by the Lessor, marked across the face with the words "not running," or "not in use."

Fifth. The Lessee agrees to pay unto the Lessor as rent for the machines hereby leased, and as royalty for the use of the inventions patented as aforesaid as hereby licensed, the rent and royalty specified in the schedule forming part of Section Third herein, for each pair of boots or shoes of the respective kinds mentioned or described in said schedule, made by the aid of the said machines, or either or any of them, or by the use of the said inventions, or either or any of them; the rents and royalties for all such boots and shoes, made as aforesaid during one calendar month, to be due and payable on the last day of the calendar month next following; but the Lessor hereby agrees that, **if the rents and royalties due on the last day of any month shall be paid on or before the fifteenth day of that month, it will, in consideration thereof grant a discount of fifty per cent. from the rents and royalties specified in the schedule aforesaid.**

Sixth. The Lessee agrees that the machines hereby leased shall be used only in the manufacture of boots or shoes known in the trade as "Goodyear Welts," and that he will not use or permit the use of said machines, or either or any of them, upon boots or shoes in the manufacture of which any sole or welt sewing machine not leased to him by the Lessor is employed, or for any other purpose than the manufacture of Goodyear Welts, unless the consent in writing of the Lessor shall first have been obtained.

Seventh. The Lessee hereby agrees that he will not in any way violate or infringe, or contest the validity of, any of the patents under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Lessor, or of its successors or assigns, to said patents, or either or any of them.

Eighth. This lease and license is not assignable by the Lessee, by his own act or by operation of law.

Ninth. The following are also agreed to by the parties to this instrument as conditions of this lease and license :

(a) That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machines embodying the patented inventions aforesaid, or any of them ; and that a transfer or removal of the machines hereby leased, or either or any of them, can only be made with the consent of the Lessor, its successors or assigns ; and that if the Lessee is or becomes at any time insolvent or bankrupt, or shall make an assignment for the benefit of his creditors, or if a sale, lease, transfer or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative or assignee, as the property of the Lessee, without the written consent of the Lessor, or its successors or assigns, this lease and license shall thereupon terminate and expire, and the Lessor, its successors or assigns, may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent and royalty under this instrument.

(b) That in case the Lessee refuses or neglects to perform, or violates, any of the conditions in this lease and license contained, the Lessor, its successors or assigns, notwithstanding any express or implied waiver of any prior breach, shall have the right to terminate this lease and license by giving written notice as aforesaid that it has elected so to do ; and upon the giving of such notice this lease and license shall be terminated, and the possession of said machines shall thereupon re-vest in the Lessor, its successors or assigns, free and discharged of this lease and license ; and the Lessor, its successors or assigns, or its authorized agent or agents, may thereupon enter any premises where said machines may be, and may take and remove them, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

(c) That this lease and license shall continue (provided the Lessee complies with the agreements and conditions herein contained) until the expiration of all and every the Letters Patent referred to in the foregoing Schedule of Patents, or any extensions or renewals of the same, and upon the expiration thereof the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased in good order, natural wear and tear alone excepted.

Tenth. In case any other machines than those hereby leased and licensed, embracing any of the inventions patented in the aforesaid Letters Patent, or any of them, or any inventions or improvements for which Letters Patent shall be granted or assigned to the Lessor, shall hereafter come into possession of the Lessee, by exchange or otherwise, without lease or license from the lessor, its successors or assigns, then in case the Lessor, its successors or assigns, shall so elect, all the covenants herein contained shall apply to such machines, inventions or improvements, and shall govern the parties respectively to the same extent as if the said machines, inventions or improvements had been expressly included in this lease and license. The Lessor shall give written notice of its election as aforesaid after it shall have received written notice from the Lessee of the possession of such machines, but may give such notice without having received notice from the Lessee of the possession of such machines.

Eleventh. The Lessee agrees that he will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon the machines hereby leased.

Twelfth. All the rights and interests which, under this instrument, and by reason of the ownership of said machines and patents and patent rights, belong to the lessor, shall be deemed to belong to and may be enforced in the names of the Lessor and its successors and assigns, and all the agreements and conditions binding on the Lessee shall be binding on his legal representatives.

Thirteenth. It is agreed that the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and, in case the Lessee shall require more than one machine, it is

agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally hereto.

In witness whereof, the Lessor has caused these presents to be signed in its name, and its corporate seal to be affixed hereto by its Treasurer, and the Lessee has set his hand and seal hereto the day and year first above written.

Executed in Duplicate.

[SEAL]

GOODYEAR SHOE MACHINERY COMPANY,

By Geo. W. Randall, Treasurer.

Lessee will please

sign here.  COMMONWEALTH SHOE & LEA CO [SEAL]

C. D. Reed, Treas

[On back:]

Lease No 4282 Full Set.

Goodyear Shoe Machinery Company, Lessor.

Commonwealth S. & L. Co. Lessee.

Dated April 5th 1898

PLAINTIFF'S EXHIBIT 229.

[Put in Evidence, page 2167.]

Lease No. 4721 Full Set.

[Form 597.]

Transfer from Lease No.

This Lease and Agreement, made at Boston, Massachusetts, this 18th day of May A. D. 1899, by and between Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Maine, Lessor, and party hereto of the first part, and *Commonwealth Shoe & Leather Co., doing business in Whitman, Mass.* Lessee, and party hereto of the second part, Witnesseth;

Whereas, the Lessor is the owner of or is licensed under the several Letters Patent of the United States, recited in the schedule following, viz.:

SCHEDULE OF PATENTS.

No. 240,307, dated April 19, 1881.	No. 546,211, dated September 10, 1895.
No. 249,279, dated November 8, 1881.	No. 546,851, dated September 24, 1895.
No. 253,156, dated January 31, 1882.	No. 546,852, dated September 24, 1895.
No. 317,758, dated May 12, 1885.	No. 548,309, dated October 22, 1895.
No. 317,759, dated May 12, 1885.	No. 549,125, dated November 5, 1895.
No. 320,075, dated June 16, 1885.	No. 549,126, dated November 5, 1895.
No. 330,928, dated November 24, 1885.	No. 549,471, dated November 5, 1895.
No. 366,935, dated July 19, 1887.	No. 553,948, dated February 4, 1896.
No. 369,563, dated September 6, 1887.	No. 553,949, dated February 4, 1896.
No. 412,703, dated October 8, 1889.	No. 555,547, dated March 3, 1896.
No. 412,704, dated October 8, 1889.	No. 555,548, dated March 3, 1896.
No. 424,966, dated April 8, 1890.	No. 556,146, dated March 10, 1896.
No. 453,999, dated June 9, 1891.	No. 557,744, dated April 7, 1896.
No. 456,041, dated July 14, 1891.	No. 558,379, dated April 14, 1896.
No. 461,793, dated October 20, 1891.	No. 558,380, dated April 14, 1896.
No. 463,967, dated November 24, 1891.	No. 558,381, dated April 14, 1896.
No. 463,982, dated November 24, 1891.	No. 558,382, dated April 14, 1896.
No. 473,870, dated April 26, 1892.	No. 558,888, dated April 21, 1896.
No. 474,774, dated May 10, 1892.	No. 559,314, dated April 28, 1896.
No. 483,393, dated September 27, 1892.	No. 560,976, dated May 26, 1896.
No. 488,505, dated December 20, 1892.	No. 561,386, dated June 2, 1896.
No. 488,591, dated December 27, 1892.	No. 563,471, dated July 7, 1896.
No. 488,841, dated December 27, 1892.	No. 563,472, dated July 7, 1896.
No. 495,452, dated April 11, 1893.	No. 564,379, dated July 21, 1896.
No. 500,060, dated June 20, 1893.	No. 564,883, dated July 28, 1896.
No. 510,127, dated December 5, 1893.	No. 11,578, reissued December 15, 1896.
No. 511,263, dated December 19, 1893.	No. 573,068, dated December 15, 1896.
No. 514,364, dated February 6, 1894.	No. 573,069, dated December 15, 1896.
No. 514,741, dated February 13, 1894.	No. 573,144, dated December 15, 1896.
No. 518,911, dated April 24, 1894.	No. 11,587, reissued February 2, 1897.
No. 520,020, dated May 15, 1894.	No. 579,205, dated March 23, 1897.
No. 529,900, dated November 27, 1894.	No. 579,206, dated March 23, 1897.
No. 533,301, dated January 29, 1895.	No. 579,207, dated March 23, 1897.
No. 536,338, dated March 26, 1895.	No. 579,231, dated March 23, 1897.
No. 537,823, dated April 23, 1895.	No. 580,746, dated April 13, 1897.
No. 540,222, dated May 28, 1895.	No. 576,114, dated February 2, 1897.
No. 540,223, dated May 28, 1895.	No. 579,146, dated March 23, 1897.
No. 540,438, dated June 4, 1895.	No. 580,773, dated April 13, 1897.
No. 540,616, dated June 4, 1895.	No. 583,968, dated June 8, 1897.
No. 541,988, dated July 2, 1895.	No. 584,038, dated June 8, 1897.
No. 542,813, dated July 16, 1895.	No. 584,039, dated June 8, 1897.
No. 543,012, dated July 23, 1895.	

And, whereas, the Lessee desires a license to use the inventions, or some of them, which are patented in and by the above-recited Letters Patent, and also desires a lease of the machines which are designated by their numbers in the schedule of machines following, viz. :

SCHEDULE OF MACHINES.

Goodyear Welt and Turn Shoe Machine , No.
Goodyear Outsole Stitcher (Lock Stitch "Rapid"), No.
(Welt Bevelling Attachment, No.)
Goodyear Channeller (Insole), No.
Goodyear Channeller (Outsole), No.
Rounding and Channelling Machine , No.
Universal Rounding and Channelling Machine , No.
Channel Lip Turner , No.
Goodyear Channel Opener , No.
Goodyear Welt Beater , No.
Goodyear Shank Skiver , No.
Universal Shank Skiver , No.
Goodyear Bobbin Winder , No.
Goodyear Welt Groover , No.
Goodyear Welt Splitter , No.
Goodyear Basting Machine , No.
Universal Inseam Trimmer , No.
Goodyear Sole Layer , No. 116
Goodyear Automatic Sole Leveller , No.
Hadaway Stitch Separator , No.

The said machines being the property of the Lessor :

Now, therefore, the Lessor, in consideration of one dollar and other valuable consideration to it paid by the Lessee, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, on the part of the Lessee to be kept and performed, doth lease unto the Lessee the machines designated by their numbers in the foregoing Schedule of Machines, and doth license the Lessee and the operatives in his employment to use the machines hereby leased, and also such of the inventions patented as aforesaid as are embodied in the said

machines, or either or any of them, but upon the agreements and conditions hereinafter set forth ; and this lease and license is granted by the lessor and accepted by the Lessee on the express condition that the Lessee shall faithfully keep and perform all the agreements and conditions herein contained on his part to be kept and performed, and upon breach of the same, or either or any of them, by the Lessee, the Lessor, notwithstanding any express or implied waiver of any prior breach, may at its option cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee or to any one in the possession or apparent control of the machines hereby leased, or either or any of them, this lease and license shall terminate, and possession of the said machines shall thereupon re-vest in the lessor ;

First. The Lessee hereby agrees to use, and is hereby licensed to use, the machines hereby leased and the inventions patented as aforesaid only in his factory in *Whitman* in the State of *Massachusetts* and only in the manufacture of boots and shoes, and agrees to keep the said machines in working order at his own expense and to procure of the Lessor or its agents all parts for repairing the machines hereby leased, and agrees not to add to or subtract from the said machines any part or mechanism whatever, now or hereafter organized or connected therewith by the Lessor, nor to make nor allow to be made any change or alteration in the same, nor to remove or deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. The Lessee hereby agrees to permit the agents and inspectors of the Lessor, at all reasonable times, to have convenient access to the machines, to examine and inspect the same and the use thereof, and to verify the operator's reports, and to add improvements to the machines as the Lessor may see fit ; and the agreements and conditions herein contained shall apply to all improvements which the lessor shall hereafter add to the machines, and to all patented inventions hereafter embodied therein, with the same effect as if the patents therefor were included in the foregoing schedule of patents.

Third. The following is the schedule of rents and royalties here-

inafter referred to, and which it is understood and agreed is to be paid by the Lessee for each pair of shoes or boots respectively made by the aid of the machines hereby leased, or either or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, viz. :

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR WELTS.

Children's	.	.	.	.	.	3 cents per pair
Misses'	.	.	.	.	.	4 " "
Women's	.	.	.	.	.	6 " "
Youths'	.	.	.	.	.	4 " "
Boys'	.	.	.	.	.	6 " "
Men's	.	.	.	.	.	8 " "

Fourth. The Lessee hereby agrees to keep proper books of account, and make true and complete entries therein of all transactions relating to the manufacture and sale of all boots and shoes made by him, or by any other person for him or for others, by the aid of the machines hereby leased, or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, and to render an account thereof to the Lessor on or before the tenth day of each month, which account shall specify the number of pairs of boots and shoes made under this lease and license during the calendar month next preceding, and the class to which they belong according to the above schedule of rents and royalties ; and the Lessee agrees that he will require the operator or operators on said machines to keep a daily account of all boots or shoes made by the aid of said machines upon the printed forms to be furnished by the Lessor, in duplicate, one copy of which, containing such reports for the calendar month next preceding, the Lessee agrees to send, on or before the tenth day of each month, to the Lessor, and, whenever required by the Lessor, to make oath to the correctness of said returns, and to allow the Lessor, by its agents or attorneys, to examine and take copies or extracts from the original book or books of account of the Lessee and the accounts kept by the operator or operators as aforesaid ; and the Lessee hereby agrees to send to the Lessor, on or before the tenth day of each

month, in case the machines hereby leased have not been run during the month next preceding, one of the aforesaid printed forms furnished by the Lessor, marked across the face with the words "not running," or "not in use."

Fifth. The Lessee agrees to pay unto the Lessor, as rent for the machines hereby leased, and as royalty for the use of the inventions patented as aforesaid as hereby licensed, the rent and royalty specified in the schedule forming part of Section Third herein, for each pair of boots or shoes of the respective kinds mentioned or described in said schedule, made by the aid of the said machines, or either or any of them, or by the use of the said inventions, or either or any of them; the rents and royalties for all such boots and shoes, made as aforesaid during one calendar month, to be due and payable on the last day of the calendar month next following; but the Lessor hereby agrees, that, **if the rents and royalties due on the last day of any month shall be paid on or before the fifteenth day of that month, it will, in consideration thereof, grant a discount of fifty per cent. from the rents and royalties specified in the schedule aforesaid.**

Sixth. The Lessee agrees that the machines hereby leased shall be used only in the manufacture of boots or shoes known in the trade as "Goodyear Welts," and that he will not use or permit the use of said machines, or either or any of them, upon boots or shoes in the manufacture of which any sole or welt sewing machine not leased to him by the Lessor is employed, or for any other purpose than the manufacture of Goodyear Welts, unless the consent in writing of the Lessor shall first have been obtained.

Seventh. The Lessee hereby agrees that he will not in any way violate or infringe, or contest the validity of, any of the patents under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Lessor, or of its successors assigns, to said patents, or either or any of them.

Eighth. This lease and license is not assignable by the Lessee, by his own act or by operation of law.

Ninth. The following are also agreed to by the parties to this instrument as conditions of this lease and license :

(a) That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machines embodying the patented inventions aforesaid, or any of them; and that a transfer or removal of the machines hereby leased, or either or any of them, can only be made with the consent of the Lessor, its successors or assigns; and that if the lessee is or becomes at any time insolvent or bankrupt, or shall make an assignment for the benefit of his creditors, or if a sale, lease, transfer or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative or assignee, as the property of the Lessee, without the written consent of the Lessor, or its successors or assigns, this lease and license shall thereupon terminate and expire, and the Lessor, its successors or assigns, may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent and royalty under this instrument.

(b) That in case the Lessee refuses or neglects to perform, or violates, any of the conditions in this lease and license contained, the Lessor, its successors or assigns, notwithstanding any express or implied waiver of any prior breach, shall have the right to terminate this lease and license by giving written notice as aforesaid that it has elected so to do; and upon the giving of such notice this lease and license shall be terminated, and the possession of said machines shall thereupon re-vest in the Lessor, its successors or assigns, free and discharged of this lease and license; and the Lessor, its successors or assigns, or its authorized agent or agents, may thereupon enter any premises where said machines may be, and may take and remove them, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

(c) That this lease and license shall continue (provided the Lessee complies with the agreements and conditions herein contained) until the expiration of all and every the Letters Patent referred to in the foregoing Schedule of Patents, or any extensions

or renewals of the same, and upon the expiration thereof the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased in good order, natural wear and tear alone excepted.

Tenth. In case any other machines than those hereby leased and licensed, embracing any of the inventions patented in the aforesaid Letters Patent, or any of them, or any inventions or improvements for which Letters Patent shall be granted or assigned to the Lessor, shall hereafter come into possession of the Lessee, by exchange or otherwise, without lease or license from the Lessor, its successors or assigns, then in case the Lessor, its successors or assigns, shall so elect, all the covenants herein contained shall apply to such machines, inventions or improvements, and shall govern the parties respectively to the same extent as if the said machines, inventions or improvements had been expressly included in this lease and license. The Lessor shall give written notice of its election as aforesaid after it shall have received written notice from the Lessee of the possession of such machines, but may give such notice without having received notice from the Lessee of the possession of such machines.

Eleventh. The Lessee agrees that he will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon the machines hereby leased.

Twelfth. All the rights and interests which, under this instrument, and by reason of the ownership of said machines and patents and patent rights, belong to the Lessor, shall be deemed to belong to and may be enforced in the names of the Lessor and its successors and assigns, and all the agreements and conditions binding on the Lessee shall be binding on his legal representatives.

Thirteenth. It is agreed that the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and, in case the Lessee shall require more than one machine, it is agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require; and also that this instrument may be used in cases where

the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally hereto.


In witness whereof, the Lessor has caused these presents to be signed in its name, and its corporate seal to be affixed hereto by its Treasurer, and the Lessee has set his hand and seal hereto the day and year first above written.

Executed in Duplicate.

[SEAL]

GOODYEAR SHOE MACHINERY COMPANY,
By Geo. W. Randall Treasurer.

Lessee will please

sign here.  COMMONWEALTH SHOE & LEA. CO. [SEAL]
C. H. Jones, Pres.

[On back:]

Lease No. 4721 Full Set.

Goodyear Shoe Machinery Company, Lessor.

Commonwealth S. & L. Co., Lessee.

Dated May 18, 1899.

PLAINTIFF'S EXHIBIT 230.

[Put in Evidence, page 2169.]

License and Rental Lease No. 2213

This License and Rental Lease Agreement, made in duplicate the 24th day of March A. D. 1900, by and between the

Consolidated & McKay Lasting Machine Company,
a corporation incorporated under the laws of the State of Maine,
Licensor and party of the first part, and *Commonwealth Shoe and Leather Co. of Skowhegan, Maine*, Licensee and party of the second part, Witnesseth:

Whereas, the Licensor is now the owner of the following Letters Patent of the United States relating to Lasting Machines or auxiliary machines for lasting, to wit: No. 274,207, dated March 20,

1883, No. 281,306, dated July 17, 1883, No. 284,906, dated Sept. 11, 1883, No. 292,575, dated Jan. 29, 1884, No. 312,335, dated Feb. 17, 1885, No. 415,726, dated Nov. 26, 1889, No. 421,954, dated Feb. 25, 1890, No. 423,920, dated March 25, 1890, No. 423,921, dated March 25, 1890, No. 423,922, dated March 25, 1890, No. 423,937, dated March 25, 1890, No. 441,482, dated Nov. 25, 1890, No. 459,899, dated Sept. 22, 1891, No. 482,349, dated Sept. 13, 1892, No. 500,141, dated June 27, 1893, No. 510,972, dated Dec. 19, 1893, No. 510,973, dated Dec. 19, 1893, No. 510,974, dated Dec. 19, 1893, No. 510,975, dated Dec. 19, 1893, No. 510,976, dated Dec. 19, 1893, No. 510,977, dated Dec. 19, 1893, No. 510,978, dated Dec. 19, 1893, No. 518,933, dated April 24, 1894, No. 523,939, dated July 31, 1894, No. 533,394, dated Jan. 29, 1895, No. 560,767, dated May 26, 1896, No. 562,119, dated June 16, 1896, No. 564,931, dated July 28, 1896, No. 567,566, dated Sept. 8, 1896, No. 584,741, dated June 15, 1897, No. 584,742, dated June 15, 1897, No. 584,743, dated June 15, 1897, No. 584,744, dated June 15, 1897, No. 597,321, dated January 11, 1898, and other patents applied for and now pending, and is, moreover, the owner of or Licensee under other patents not herein enumerated ;

And, Whereas, the Licensee desires the right to use, under the terms of this License and Lease Agreement, the hereinafter described machine belonging to and owned by the Licensor, and also any improvements relating to the machine hereby licensed and leased for Rental, which may hereafter be acquired by the Licensor and attached to the machine hereby licensed and leased for Rental, or delivered to the Licensee to be used in connection therewith, and also any other machine, machinery, or device made by or for the Licensor, which may hereafter come into the possession of the Licensee :

Now, Therefore, the Licensor, in consideration of Three Hundred Dollars (\$300.00) ~~to be paid for this License~~ by the *Bloomfield Shoe Co. Licensee*, and of the stipulations, conditions and agreements herein contained, on the part of the Licensee to be kept and performed, does license unto the licensee, Lasting Machine No. 567, property of the Licensor, but delivered f. o. b. cars

at Beverly, Mass., into the possession of the Licensee for lasting boots and shoes at the factory of the Licensee in *Skowhegan State of Maine* and nowhere else. Said machine is constructed in accordance with and embodies the invention or inventions or some part thereof described in said Letters Patent granted and to be granted, to which Letters Patent when granted this License and Lease agreement shall apply and the parties hereunto shall be bound relatively thereto, the same in all respects as if the patents had been granted and the numbers thereof specially enumerated in this License and Lease agreement before signing.

The Licensor does hereby license the Licensee and the operatives in his employ to use said patented machine upon the terms and conditions herein set forth, and the Licensor does hereby also license the Licensee to use the inventions of all said patents above enumerated or referred to and all reissues, renewals and extensions of the same embodied in said machine; provided, however, and this License and Lease is granted on the express conditions that the Licensee shall at all times faithfully perform all and every condition herein contained upon his part to be kept and performed, and upon breach of said conditions or any of them by the Licensee, the Licensor at its option may cancel and terminate this License and Lease Agreement and upon written notice thereof to the Licensee or to any one in possession of or apparent control of the machine this License and Lease Agreement shall terminate and the possession of said machine may thereupon be taken by the Licensor or its duly authorized Agents.

And the following are conditions and agreements which the Licensee hereby agrees to keep and perform and upon condition of the faithful performance of which, this License and Lease agreement is granted.

First. — The Licensee agrees that the operator on this machine shall keep a daily account on blanks, furnished by the Licensor for that purpose, of the numbers of pairs of boots and shoes and the kinds thereof lasted on or by the use of said machine or by the use of any of the inventions of said patents or in the making of which any of the inventions of said patents were employed or the machine

performed a part, which account shall be signed by the operator (and verified and signed by the Licensee, if requested by the Licensor) and forwarded by the Licensee to the Licensor on or before the fifth day of each and every month in each and every year during the continuance of this License and Lease Agreement, for the month then next preceding, and on or before the fifth day thereafter the Licensee shall pay to the Licensor as rent for the use of said machine and the use of any of the inventions of said patents, a sum of lawful money equal to one-half (1-2) of one cent for each and every pair of boots and shoes lasted on or by the use of said machine or by the use of any of the inventions of said patents, or in the making of which said machine performed a part, during the month then next preceding, but seventy-two (72) pairs of Misses' and Children's shall be considered equivalent to sixty (60) pairs of other kinds.

Second. — If, for any cause, this machine shall not be in use during twelve (12) consecutive months to the extent of its earning for the said Licensor at the above mentioned rates an amount equal to or in excess of Seventy-five Dollars (\$75.00), then said Licensor may by paying to the Licensee a sum of money equal to ^(one half) ~~one third~~ (1¹/₂) of the amount paid by him for this License, cancel and terminate this License and Lease Agreement as hereinbefore specified, this option and condition to be independent of any other options and conditions contained in this License and Lease Agreement.

Third. — The Licensee hereby agrees that he will not in any way violate or infringe or contest the validity of any of the patents he is hereby licensed to use or the sufficiency of their specifications or the validity of the title of the Licensor to said patents or any of them.

Fourth. — This License and Lease Agreement is not assignable and shall not be assigned by the Licensee by his own act or by the operation of law.

Fifth. — The power conveyed by this License and Lease Agreement is only the right to use said machine herein enumerated and embodying any of the inventions of said patents, and not the right

to make, use or sell any other machine embodying any of the inventions of the patents aforesaid; the transfer or removal of the machine hereby licensed and leased can only be made with the consent of the Licensor; and if the Licensee is or becomes at any time insolvent or bankrupt, or a sale, transfer or removal of said machine shall be made or attempted by the Licensee or by the operation of law or by any legal officer, representative, or assigns as the property of the Licensee without the consent in writing of the Licensor, this License and Lease Agreement shall at the option of said Licensor terminate and expire, and said Licensor may take possession of said machine without the Licensee or his representative having any claim for repayment of any of the sum or sums which he may have paid as consideration for the delivery of this License or for rent or royalty under this instrument.

Sixth. — The Licensee agrees that he will allow the Licensor or its Agents at any time hereafter to attach an indicator or other mechanism to any machine embracing any of the inventions of the patents hereby licensed which now is or may hereafter come into the possession of the Licensee for the purpose of recording the number of revolutions of the driving-shaft of said machine, or of otherwise indicating the quantity of boots and shoes operated by said machine or the quantity of work done by said machine, and to examine, modify, repair or replace said indicator, and the Licensee will not disturb or interfere with, or permit anyone else to disturb or interfere with, any indicator which now is or may hereafter be placed upon a machine as aforesaid.

And the Licensee shall not add to or subtract from the machine any mechanism whatever now or hereafter organized or connected therewith by the Licensor, nor make nor allow to be made any change or alteration in the same without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machine or any mechanism forming a part thereof or attached thereto, or that may be hereafter attached thereto, and shall at all times at his own expense keep and maintain the machine in as good and efficient working order as the same now is or may hereafter be

put by the Licensor, and to obtain from the Licensor or its Agents all duplicate parts for said machine whenever any are needed.

The Licensor and its Agents may at all reasonable times have convenient access to the machine to examine and inspect the same, and the use thereof, and to repair and improve or add to the same so far as it may see fit; and all the covenants, stipulations, conditions and terms of this License and Lease Agreement shall apply to all improvements which the Licensor shall hereafter add to the machine, and to all patents therefor, with the same effect as if such additional patents were enumerated in the previous list herein set forth.

The Licensee hereby further agrees to pay all taxes assessed on said machine and accessories.

Seventh. — In case the Licensee refuses or neglects to perform, or violates any of the conditions of this License and Lease Agreement, the Licensor shall have the right to terminate this License and Lease Agreement, by giving written notice as aforesaid that it has elected so to do, and, upon the giving of such notice, this License and Lease Agreement shall terminate, and it shall be the duty of the Licensee forthwith to deliver the possession of said machine to the Licensor, in good condition, reasonable wear and tear excepted, and without prejudice to any other legal rights or remedies for violation of this contract, use of machine, or use of any of the inventions of said patents without license. The Licensor or its Agents may thereupon enter the premises wherein said machine may be, and take and remove the same, and the Licensee shall have no claim whatever on account of any sum or sums he may have paid for this License, or under this License and Lease Agreement.

Eighth. — This License and Lease Agreement shall continue (provided the Licensee keeps and performs the conditions thereof) until the expiration of all Letters Patent, or any extensions or renewals thereof, now or hereafter owned by the Licensor, or any inventions which are or shall be hereafter embodied in, or used in connection with, said machine; and, upon the expiration of all said Letters Patent, the Licensee shall, ~~upon demand, deliver to the~~

~~Licensor the machine hereby leased or rented, in good order and repair; and the Licensee shall have no claim whatsoever on account of any sum or sums that may have been paid for this License, or~~
have the right to purchase said machines for the sum of one dollar.
~~under this License and Lease Agreement.~~

All the rights and interests which, under this instrument and by reason of the ownership of said machine and patents and patent rights, belong to the Licensor, shall be deemed to belong to, and may be enforced in its name or otherwise by the Licensor, its successors and assigns and its or their representatives or assigns; all the stipulations and agreements binding on the Licensee shall be binding upon their representatives, successors or assigns.

Ninth.—It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of, and indicate the feminine or neuter; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to said party shall be considered as plural or singular, as the case may require; and when said party of the second part so consists of several persons, and they sign this License and Lease Agreement, either individually or by their firm signature, such signature or signatures shall bind them, both jointly and severally, to the terms and agreements herein contained, and also that the number of the machine named in this License and Lease Agreement may be entered by the Licensor, after signing, and that as this instrument is designed and intended for use between the parties hereto, in case the Licensee shall require more than one machine, and it is entered in this License and Lease Agreement, it is agreed that the termination of the words relating to the machine shall be construed and considered as written in the singular or plural, as the number of machines entered in this License and Lease Agreement may require.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding them-

selves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

Fifty-five words erased and eighteen words inserted before execution.

[SEAL]	CONSOLIDATED & MCKAY LASTING MACHINE COMPANY, by Geo. W. Brown, Treasurer. COMMONWEALTH SHOE & LEA. CO. by Chas. H. Jones, Pres	[SEAL]
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PLAINTIFF'S EXHIBIT 231.

[Put in Evidence, page 2171.]

Lease and License, No. 1731

This Lease and Agreement, made this 17th day of *December* A. D. 1897, by and between James W. Brooks, Principal Trustee, and John Brooks, Associate Trustee, for the McKay-Bigelow Heeling Machine Association, Lessors, and *Commonwealth Shoe and Leather Company, Whitman, Massachusetts*, Lessee, witnesseth:

Whereas, The Lessors are engaged in the manufacture of shoe machinery, and devices to be used in connection therewith, and particularly machinery and devices useful in the manufacture of the heel portions of boots and shoes; and

Whereas, The Lessors, at great expense, have endeavored, and are constantly endeavoring to improve and render more useful, the machinery and devices manufactured by them, and are the owners of the following Letters Patent of the United States for improvements and inventions relating to machinery and devices for the manufacture of shoes, viz.: E. B. Allen, 310,488, Jan. 6, 1885; 314,411, March 24, 1885; 319,377, June 2, 1885; 332,032, Dec. 8, 1885; 332,984, Dec. 22, 1885; 348,091, Aug. 24, 1886; 348,092, Aug. 24, 1886; 374,387, Dec. 6, 1887; 374,885, Dec. 13, 1887; 375,913, Jan. 3, 1888; 377,284, 377,285, Jan. 31, 1888; 378,859, March 6, 1888; 384,343, June 12, 1888; 384,734, June 19, 1888. C. H. Benjamin, 388,523, Aug. 28, 1888. H. Bond, 297,787, Feb. 5, 1884. E. Bourgeois, 277,207, May 8, 1883. C. H. Brown and A. B. McCoy, 477,098, June 14, 1892. C. W.

Chase, 212,190, Feb. 11, 1879. T. P. Coombs, 391,124, Oct. 16, 1888. J. H. Cunningham, 381,493, April 17, 1888. A. E. Ellis, 388,544, Aug. 28, 1888. A. D. Elliott, 374,892, Dec. 13, 1887. A. D. Elliott and J. E. Fellows, Nov. 19, 1889. A. D. Elliott, 446,383, Feb. 10, 1891; 510,012, Dec. 5, 1893. H. P. Fairfield, 224,005, Feb. 3, 1880; 388,547, 388,548, Aug. 28, 1888; 498,-745, May 30, 1893; 518,917, April 24, 1894. M. J. Ferren, 236,-148, Jan. 4, 1881. M. Fifield, 261,696, July 25, 1882. E. Fisher, 246,945, Sept. 13, 1881; 248,582, Oct. 25, 1881; 250,654, Dec. 13, 1881; 258,905, June 6, 1882. J. F. Freeman and C. W. Glidden, 443,434, Dec. 23, 1890. C. W. Glidden, 217,866, July 29, 1879; 217,867, July 29, 1871; 224,011, 224,012, Feb. 3, 1880; 278,426, May 29, 1883; 321,017, June 30, 1885; 347,482, Aug. 17, 1886; 350,051, Sept. 28, 1886; 374,894, Dec. 13, 1887; 377,-300, Jan. 31, 1888; 377,301, 377,302, Jan. 31, 1888; 382,762, May 15, 1888; 388,552, 388,578, Aug. 28, 1888; 393,103, 393,-104, Nov. 20, 1888; 399,607, 399,608, March 12, 1889; 402,435, April 30, 1889; 399,608, March 12, 1889; 402,435, April 30, 1889; 403,747, May 21, 1889; 408,173, July 3, 1889; 409,637, Aug. 20, 1889; 409,783, 410,086, 410,087, 410,088, 410,089, 410,090, Aug. 27, 1889; 410,358, Sept. 3, 1889; 411,655, Sept. 24, 1889; 414,040, Oct. 29, 1889; 427,308, May 6, 1890; 439,060, Oct. 21, 1890; 454,428, June 16, 1891; 457,462, Aug. 11, 1891; 459,348, Sept. 8, 1891; 464,196, Dec. 1, 1891; 498,429, 498,513, May 30, 1893; 500,486, June 27, 1893; 502,667, 502,668, 502,669, Aug. 1, 1893; 242,268, April 30, 1895. Glidden and Elliott, 457,462, Aug. 11, 1891. R. M. Harrison, 233,504, Oct. 19, 1880. M. P. Harrigan, 386,538, July 24, 1888; 406,582, July 9, 1889. Harrigan and Packard, 473,874, April 26, 1892. John J. Heys, 530,-046, Nov. 27, 1894. T. P. King and F. S. Strong, 267,544, Oct. 24, 1882. Horne and Henderson, 389,077, Sept. 4, 1888. W. Manley, 322,945, July 28, 1885; 336,332, Feb. 16, 1886; 342,-371, May 25, 1886; 374,416, 374,417, 374,418, 374,419, Dec. 6, 1887. J. F. McMullett, 266,298, Oct. 24, 1882; 373,409, Nov. 15, 1887. J. L. Packard, 388,578, Aug. 28, 1888; 413,959, Oct. 29, 1889; 473,478, April 19, 1892. M. D. Phelan, 400,788, April

2, 1889. D. C. Pillsbury, 417,833, Dec. 24, 1889. A. E. Stirckler, 212,116, Feb. 11, 1879. E. A. Tripp, 406,183, 406,184, July 2, 1889. C. K. Wead, 477,093, June 14, 1892. A. H. Webster, 468,279, Feb. 2, 1892; 483,293, Sept. 27, 1892; 504,854, 502,854, 505,074, Sept. 12, 1893. H. W. Winter, 401,619, 401,620, 401,622, April 16, 1889; 402,375, 402,376, April 30, 1889; 447,744, March 3, 1891; 448,310, March 17, 1891; 501,555, July 18, 1893; 505,043, Sept. 12, 1893. E. C. Wright, 340,690, April 27, 1886. Crocker, Sumner & Nash, 385,748, July 10, 1888; 388,535, Aug. 28, 1888. J. H. Pope, 399,631, March 12, 1889; 399,777, March 19, 1889; 411,835, Oct. 1, 1889; 446,885, Feb. 24, 1891. M. A. Tyler, 301,462, July 1, 1884; 305,723, Sept. 23, 1884. Tyler & Merritt, 321,401, June 30, 1885; 382,121, May 1, 1888. Tyler & Smith, 293,604, Feb. 12, 1884. A. K. Washburn, 389,994, Sept. 25, 1888. H. A. Henderson, 252,215, Jan. 10, 1882; 259,687, June 20, 1882; 316,894, April 28, 1885; 10,588, 10,589, April 28, 1885; 317,646, 317,647, May 12, 1885; 332,798, Dec. 22, 1885. F. F. Raymond, 2d, 271,117, 271,118, Jan. 23, 1883; 280,399, July 3, 1883; 287,472, Oct. 30, 1883; 289,857, 290,109, Dec. 11, 1883; 315,458, 315,069, 315,070, April 7, 1885; 316,177, April 21, 1885; 316,661, 316,836, 316,827, April 28, 1885; 317,199, May 5, 1885; 317,672, 317,851, May 12, 1885; 318,134, May 19, 1885; 319,124, June 2, 1885; 321,530, 321,756, July 7, 1885; 322,126, July 14, 1885; 322,560, July 21, 1885; 322,561, 322,562, July 21, 1885; 325,271, 325,272, Sept. 1, 1885; 326,150, Sept. 15, 1885; 326,779, 326,780, 326,781, 326,782, Sept. 22, 1885; 329,079, Oct. 27, 1885; 329,951, 329,952, Nov. 10, 1885; 331,441, Dec. 1, 1885; 382,001, Dec. 8, 1885; 335,241, 335,242, Feb. 2, 1886; 340,358, April 20, 1886; 341,169, May 4, 1886; 341,689, May 11, 1886; 342,039, May 18, 1886; 342,461, May 25, 1886; 342,929, June 1, 1886; 343,339, June 8, 1886; 343,728, June 15, 1886; 344,136, June 22, 1886; 344,499, June 29, 1886; 344,985, July 6, 1886; 345,449, July 12, 1886; 345,920, July 20, 1886; 346,124, 346,125, July 27, 1886; 346,607, Aug. 3, 1886; 347,061, 347,062, 347,063, Aug. 10, 1886; 347,514, Aug. 17, 1886; 347,960, Aug. 24, 1886; 348,689, Sept. 7,

1886; 353,883, Dec. 7, 1886; 354,227, Dec. 14, 1886; 354,655, Dec. 21, 1886; 355,027, Dec. 28, 1886; 355,556, Jan. 4, 1887; 355,839, 355,840, Jan. 11, 1886; 356,209, Jan. 18, 1887; 356,-549, 356,550, 356,551, Jan. 25, 1887; 356,552, 356,553, 356,554, Jan. 25, 1887; 356,890, Feb. 1, 1887; 357,335, Feb. 8, 1887; 357,735, Feb. 15, 1887; 358,298, Feb. 22, 1887; 358,695, March 1, 1887; 368,006, Aug. 9, 1887; 376,208, Jan. 10, 1888; 376,-754, 376,908, Jan. 24, 1888; 377,172, Jan. 1, 1888; 377,577, Feb. 7, 1888; 377,958, Feb. 14, 1888; 378,216, Feb. 21, 1888; 378,617, Feb. 28, 1888; 379,029, March 6, 1888; 379,330, March 13, 1888; 379,810, March 20, 1888; 380,133, March 27, 1888; 380,596, April 3, 1888; 380,818, April 10, 1888; 381,280, April 17, 1888; 383,911, June 5, 1888; 385,960, July 10, 1888; 386,-656, July 24, 1888; 394,298, Dec. 11, 1888; 394,609, 394,610, Dec. 18, 1888; 398,846, March 5, 1889; 405,598, June 18, 1889; 408,895, Aug. 13, 1889; 409,372, Aug. 20, 1889; 410,194, 410,-195, 410,196, Sept. 3, 1889; 410,675, 410,676, 410,677, Sept. 10, 1889; 412,414, Oct. , 1889; 412,896, Oct. 15, 1889; 413,553, 413,554, 413,555, Oct. 22, 1889; 413,963, 413,964, Oct. 26, 1889; 414,448, 414,582, Nov. 5, 1889; 414,952, Nov. 12, 1889; 415,-559, Nov. 19, 1889; 415,560, Nov. 19, 1889; 461,448, 461,510, Oct. 20, 1891; 464,165, 464,255, Dec. 1, 1891; 464,991, 465,029, Dec. 15, 1891; 467,237, Jan. 19, 1892; 467,522, Jan. 26, 1892; 468,957, Jan. 16, 1892; 474,146, May 3, 1892; 474,407, 474,-408, May 10, 1892; 475,001, 474,858, May 17, 1892; 475,417, May 24, 1892; 476,303, 476,307, June 7, 1892; 479,142, July 19, 1892; 480,415, Aug. 9, 1892; 480,741, Aug. 16, 1892; 528,805, Nov. 6, 1894; 531,644, 531,645, Jan. 1, 1895. Raymond & Wheeler, 280,861, July 10, 1883. G. T. Demary, 320,050, June 16, 1885; 321,696, July 7, 1885; 342,501, May 25, 1886; 343,-703, June 15, 1886; 474,335, May 3, 1892. Towns & Raymond, 346,137, July 27, 1886. J. B. Gardner, 354,125, Dec. 4, 1886; 360,580, April 5, 1887. J. W. Soule, 368,248, April 16, 1887. C. C. Small, 375,209, Dec. 20, 1887; 376,049, Jan. 3, 1888; 413,-973, Oct. 29, 1889; 461,853, Oct. 27, 1891; 467,242, Jan. 19, 1892. E. E. Orr, 375,458, Dec. 27, 1887. J. R. Prouty, 383,-

907, 383,908, 383,909, June 5, 1888; 515,175, Nov. 12, 1889. James W. Carver, 401,131, April 9, 1889. Benjamin & Simmons, 503,895, Aug. 22, 1893. S. A. Krewson, 514,852, Feb. 13, 1894; and also are the owners of other inventions relating to machinery and devices for the manufacture of boots and shoes, and intend to secure Letters Patent therefor, some of which inventions, patented or to be patented, are embodied in the machines, or some of them, leased to the Lessee hereunder;

And Whereas, The Lessee desires the right to use, under the terms of this lease and license, the hereinafter described machinery or devices belonging to the Lessors, and also other improvements relating to the machinery hereby leased, which may hereafter be acquired by the Lessors, and attached by or with the permission of the Lessors to the machinery hereby leased or delivered to the Lessee, to be used in connection therewith, and also any other machines, machinery or devices made by or for the Lessors, which may hereafter come into the possession of the Lessee;

Now, therefore, The Lessors, in consideration of one dollar paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements of the Lessee hereinafter contained, do hereby lease unto the Lessee (provided the Lessee keeps and observes the covenants and conditions of this agreement) the machinery or devices described by name and number or numbers, following, and all other machines and machinery made by or for the lessors which may hereafter come into the possession of the lessees with the written consent of the lessors and which are not the subject of another lease between the parties hereto: —

McKay Pricking Machine

McKay Heel Compressing and Loading Machine

Fisher Compressing Machine *No. 79, No. 80.*

Bresnahan Compressing Machine

Heel Trimming and Randing Machine,

Heel Trimming and Randing (including Grinding) Machine,

No. 2 Automatic Heel Nailing and Trimming Machine,

1 Knox Moulder with American Attachment.

Rapid Nailing Machine

Union Heel Trimmer,
Spring Heel Trimmer,
American Lightning Nailing Machine No. 133, No. 136, No.
138, No. 165, No. 178, No. 179, No. 193, No. 214, No.
232, No. 249, No. 284, No. 324,
American Compressing Machine,
Columbia Compressing Machine,
Automatic Heel Loading and Compressing Machine
Improved National Nailing Machine
Columbia Nailing Machine,
Automatic Spring-heel Nailing Machine,
Standard Automatic Nailing Machine,
Standard Automatic Nailing Machine, without Pricking Attach-
ment,
Standard Automatic Loading or Compressing and Loading
Women's Work Machine,

And the Lessors do hereby license the Lessee to use such machines and devices, and any patented parts, mechanisms or devices connected therewith or relating thereto, whether on said machinery when the same is received, or which may be added thereto by the Lessors, and including such machines, devices and machinery as may hereafter come into the possession of the Lessee with the written consent of the Lessors, under the aforementioned patents or any patents, reissues of patents or renewals, which may hereafter be owned or acquired by the Lessors; the term of said license to be the full term of this lease; but this lease is made and this license is granted, on the express condition that the Lessee shall faithfully keep and observe each and all of the conditions and agreements herein contained, on his part to be kept and observed; and that upon a breach of the same or either of them by the Lessee, the Lessors may, at their option, cancel and terminate this lease and license, and upon written notice thereof by the Lessors to the Lessee, or to any one in the possession or apparent control of the said machines, devices or machinery, this lease and license shall terminate, and the possession of, and the full right to and control of the said

machines, devices and machinery shall thereupon revert in the Lessors.

The word "machinery" as hereinafter used shall be construed as designating any and all machines, devices, tools and machinery held by the Lessee under this lease and license whether now or hereafter delivered to or in the possession of the Lessee, and the covenants and conditions of this lease shall apply to all such machines, devices, tools and machinery.

And the following are agreed to as terms and conditions of the lease and license of the machines, devices, tools and machinery which the Lessee is hereby licensed to use; all of which together with those hereinbefore expressed, the Lessee agrees to keep and perform.

First. The Lessee is by this lease and license authorized to use the "machinery", hereby leased only by himself or operatives in his direct employ and only at his factory, situate at *Whitman, Massachusetts*.

He shall not add to the "machinery", nor subtract therefrom any part, mechanism or device whatsoever now or hereafter forming a part thereof or connected therewith by the Lessors; nor make, nor allow to be made any change or alteration in the said "machinery", without the consent in writing of the Lessors, nor interfere with the proper operation of the same or any mechanism forming a part thereof or attached thereto; nor remove nor deface any dates, numbers, or inscriptions, now or hereafter impressed thereon or affixed thereto by the Lessors; and shall at all times and at his own expense keep the "machinery" in good and efficient working order and condition.

And the Lessee further agrees that he will purchase from the Lessors exclusively at the regular prices from time to time established by the Lessors, all the spare parts, forms, plates, knives, moulds, extras, devices and mechanism of every sort and kind needed or used by him in repairing, renewing, changing the styles, form or nailing, or in operating the "machinery" hereby leased.

Second. The Lessors and their agents may at all reasonable times have convenient access to the "machinery" covered by this lease

to examine and inspect the same and the use thereof, and to repair and improve or add to the same so far as they may see fit; but they shall not be bound to make any repairs or improvements and the covenants, stipulations, conditions and terms of this lease shall apply to all improvements which the Lessors shall hereafter add to the same and to any patents which have been or may be issued thereon with the same effect as if the patents were included in this lease and license with the Letters Patent already referred to.

Third. The Lessee agrees to pay unto the Lessors on the fifteenth day of each month, as rent or royalty for the machinery hereby leased, the sum of one half cent for each and every pair of boot or shoe heels manufactured wholly or in part by the aid or use of any of the machines or machinery hereby leased, said rent or royalty to be paid each month for all boot or shoe heels made during the preceding calendar month, and it is hereby agreed between the parties hereto that said rental or royalty at one half cent per pair is a just, fair and correct value to the Lessee of the use of said machinery, and that the abated royalty hereinafter named is not the true value of the lease and license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions thereto attached; and all agreements herein shall extend to all boot or shoe heels made by or for the Lessee; provided, however, that in all cases where the Lessee shall pay the Lessors on or before the fifteenth day of each month, as an abated royalty, the sum of one quarter of a cent per pair for each and every pair of heels made during the preceding calendar month, said payment so made shall be full payment and satisfaction of said rent or royalty. And it is agreed that in default of the payment of said abated royalty, when due, as aforesaid, the Lessee's right to an abatement of the full royalty of one half cent per pair shall thereby be forfeited, and full royalty shall be due for the same, not as a penalty, but as a liquidated, fixed and settled rental and license fee for the use of said machines or machinery.

And, as the machines leased hereby are supplied to the Lessee without cash payment covering the cost of manufacture, the Lessee hereby guarantees that, during the continuation of this lease, the

abated rent and royalty due and actually paid over to the Lessors under the terms hereof shall not in and for any period of three months be less than ^{three hundred and seventy-five dollars} 375.00 dollars. But it is agreed that if, at any time during the continuance of this lease, the Lessee shall pay to the Lessors a sum equal to the amount of insurance hereinafter named, the Lessee shall, provided he has not violated any of the terms of this lease, be freed from his guarantee to pay more than the rent and royalty hereinbefore stipulated for each pair of boot or shoe heels manufactured as aforesaid, all the other terms and conditions of this lease remaining in force as before. And the Lessee cannot avail himself of the provision set forth in this paragraph for anything less than all the machines hereby leased; and he shall not be allowed any diminution of the sum to be paid because of the wear and tear or destruction of any of the machinery hereby leased.

Fourth. It is understood that the Lessors may at any time attach to said "machinery" or any part thereof an indicator, for the purpose of registering the number of boots or shoes in the manufacture of which said "machinery" is utilized, or the number of revolutions or movements of the same or any thereof; and the Lessee agrees that in case an indicator shall be attached to said "machinery" or any part thereof by the Lessors, it shall not be disturbed or interfered with by any person, and that prompt notice will be given to said Lessors in case the same shall be disturbed or inaccurate or out of repair. And the Lessee agrees to keep a full and accurate account independently of any indicators that may be placed upon the "machinery" of all boots and shoes in the manufacture of which said "machinery" is used; and the Lessee further agrees to require each of its operators upon the "machinery" hereby leased to keep upon blanks or blank books to be furnished by the Lessors, accurate daily records of the number of pairs of boots or shoes in the making of which said "machinery" shall have been used, and to require his operator to furnish any further information called for by said blanks or blank books and to sign such daily records and to deliver them to the Lessee; and the Lessee agrees

to send to the office of the Lessors on or before the fifteenth day of each month, the original records for the preceding calendar month kept by his operators as above provided for. And the Lessee agrees to allow the Lessors or their agents to have access at all times to said records kept by his operators and to all accounts kept by him, of the shoes prepared or manufactured by him.

Fifth. The Lessee hereby agrees as an essential part of the consideration for this lease and license, that he will not in any way violate or infringe or contest the validity of any of the patents hereinbefore referred to as belonging to the Lessors or which may now or hereafter be owned by the Lessors, or any reissue or extension of the same, or the title of the Lessors to said patents or any of them.

Sixth. The "machinery" held under this lease cannot be transferred, and this lease and license is not assignable by the Lessee by his own act or by operation of law. The Lessee agrees at his own expense to pay all taxes levied on said "machinery" or on account of this lease and to insure against loss by fire and to keep so insured the "machinery" held by him at any time under this lease in a sum total equal to *Four thousand* dollars, and in case of loss or damage, the Lessee agrees to pay the full amount of the insurance to the Lessors.

Seventh. The power conveyed by this lease and license is only the right to use the said "machinery" and not the right to make or sell any "machinery" embodying the inventions of any of the patents aforesaid or any patent hereafter owned by the Lessors. And a removal of the "machinery" or any portion thereof from the factory of the Lessee can only be made with the written consent of the Lessors, and on conditions satisfactory to the Lessors; and if the Lessee is or becomes at any time insolvent or bankrupt, or if a sale, transfer, removal or lease of said "machinery" or any portion thereof shall be made or attempted without the written consent of the Lessors, then this lease and license and all rights of the Lessee thereunder shall forthwith, at the option of the Lessors, cease and determine, and the possession of said "machinery" shall

revest in the Lessors, and they may take possession of the same without the Lessee having any claim against the Lessors.

Eighth. This lease and license shall, unless cancelled by agreement of the parties hereto, continue, provided the Lessee faithfully keeps and performs the terms and conditions hereof, for seventeen years from the date hereof, and for such further time as may be covered by the term of any Letters Patent now or hereafter owned by the Lessors, and any inventions of which are contained in any of the "machinery" hereby leased or which shall be added to or embodied in said "machinery" or used in connection therewith. But inasmuch as the "machinery" has been delivered by the Lessors to the Lessee without any charge or payment representing its cost (excepting such payments as have been made on account of moulds, dies, forms, clamps, lasts, and other parts or devices used in connection with said "machinery"), it is understood and agreed that the Lessors may at any time, in case the Lessee refuses or neglects to perform or violates any of the conditions of this lease and license, or provides himself with any other machine to do any part of the work which any of said Lessors' machines are capable of doing, terminate this lease upon giving written notice to the Lessee of their election so to do. And immediately upon such notice, this lease and license and all the rights of the Lessee thereunder shall be terminated and the title to and right of possession of said "machinery" and all said moulds, dies, forms, clamps, lasts and other parts or devices used in connection with said "machinery" shall at once vest in the Lessors free and discharged of this lease and license. And the Lessee agrees forthwith to deliver the "machinery" hereby leased and licensed, together with all moulds, dies, forms, clamps, lasts, and other parts or devices used in connection therewith to the lessors, and to pay to the Lessors the sum of fifty dollars for each individual machine then leased to the Lessee, and to pay in addition the expense of transporting the "machinery" to such place of business of the Lessors as the Lessors shall direct, and without prejudice to any other legal rights or remedies for violation of contract, use of "machinery" without right, or use of patents without license, which the Lessors may have; and the

Lessors or their agents may forthwith enter the premises where said "machinery" or any part of it may be, and may take and remove the same, including all said moulds, dies, forms, clamps, lasts and other parts or devices used in connection therewith, and the Lessee shall have no claim whatever against the Lessors under this lease or otherwise.

In case this lease shall run for its full term, then immediately upon its expiration the Lessee shall deliver to the Lessors the "machinery" hereby leased, together with all moulds, dies, forms, clamps, lasts and other parts or devices used in connection with said "machinery", and the Lessee shall have no claim whatever to said "machinery" or to a continuation of his possession or use thereof.

Ninth. In case any other machines, devices, or machinery than those now hereby leased and licensed, embracing or to be used in connection with the inventions of any of the Letters Patent under which a license is hereby granted, or any other patents under which the Lessee may hereafter become licensed by the terms of this agreement, shall hereafter come into the possession of the Lessee without a written lease or license from the Lessors, then, in case the Lessors shall so elect, all the covenants and agreements herein contained, including the obligation to pay a monthly rental or royalty, shall apply to the same and shall govern the parties respectively to the same extent as if the same had been expressly included in this lease and license. The Lessors may write the numbers of any such "machinery" as shall hereafter come into the possession of the Lessors into this lease after the same is executed.

Tenth. All the rights and interests which under this agreement and by reason of the ownership of said "machinery" and patents and patent rights belong to the Lessors shall be deemed to belong to and may be enforced in their name or otherwise by the Lessors' successors and assigns and their representatives and assigns. All of the stipulations and agreements binding on the Lessee shall be binding on his or their representatives and assigns.

Eleventh. It is agreed that this instrument may be used for Lessees of the female sex or for corporations, and that in that case

the masculine pronoun denoting the Lessee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that this instrument may be used in cases where the Lessee shall consist of more than one person, and in that case the termination of the words relating to the Lessees shall be considered as plural or singular, as the sense may require; and that when the Lessees so consist of several persons and they sign this lease either individually or by the firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals and to another instrument of even date and like tenor, the principal Trustee being authorized to sign for himself and his associate trustee, and to do all acts hereunder, and said Lessee or Lessees under this agreement binding itself, himself, or themselves to all the foregoing agreements, both jointly and severally.

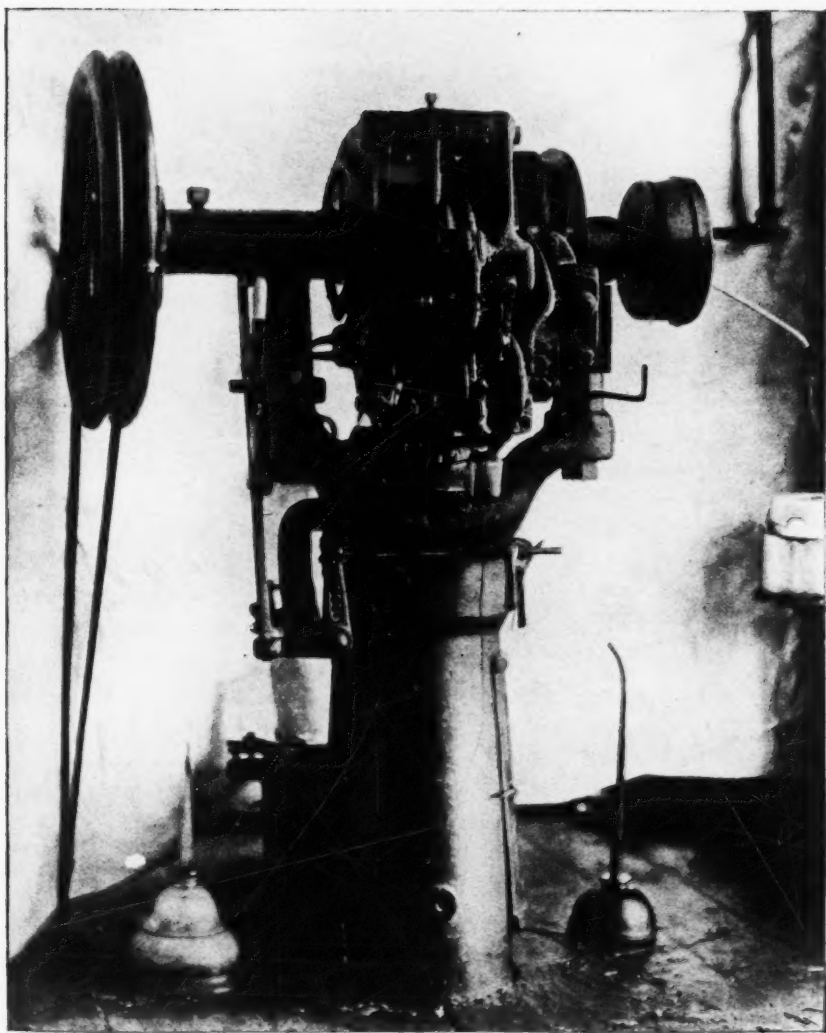
JAMES W. BROOKS, Principal Trustee. [SEAL]
J. Brooks, Atty.

Signatures of Lessees.

COMMONWEALTH SHOE & LEA. Co. [SEAL]
Charles H. Jones

PLAINTIFF'S EXHIBIT 232.

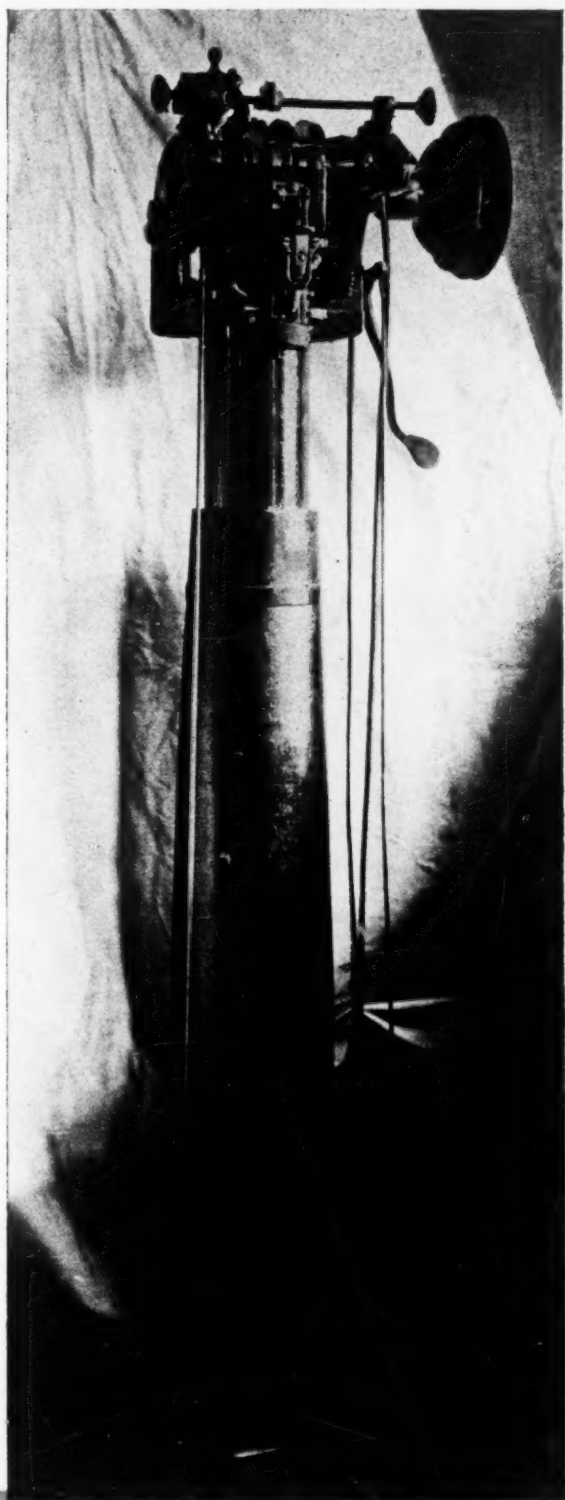
[Put in Evidence, page 2179.]



Welt Machine.

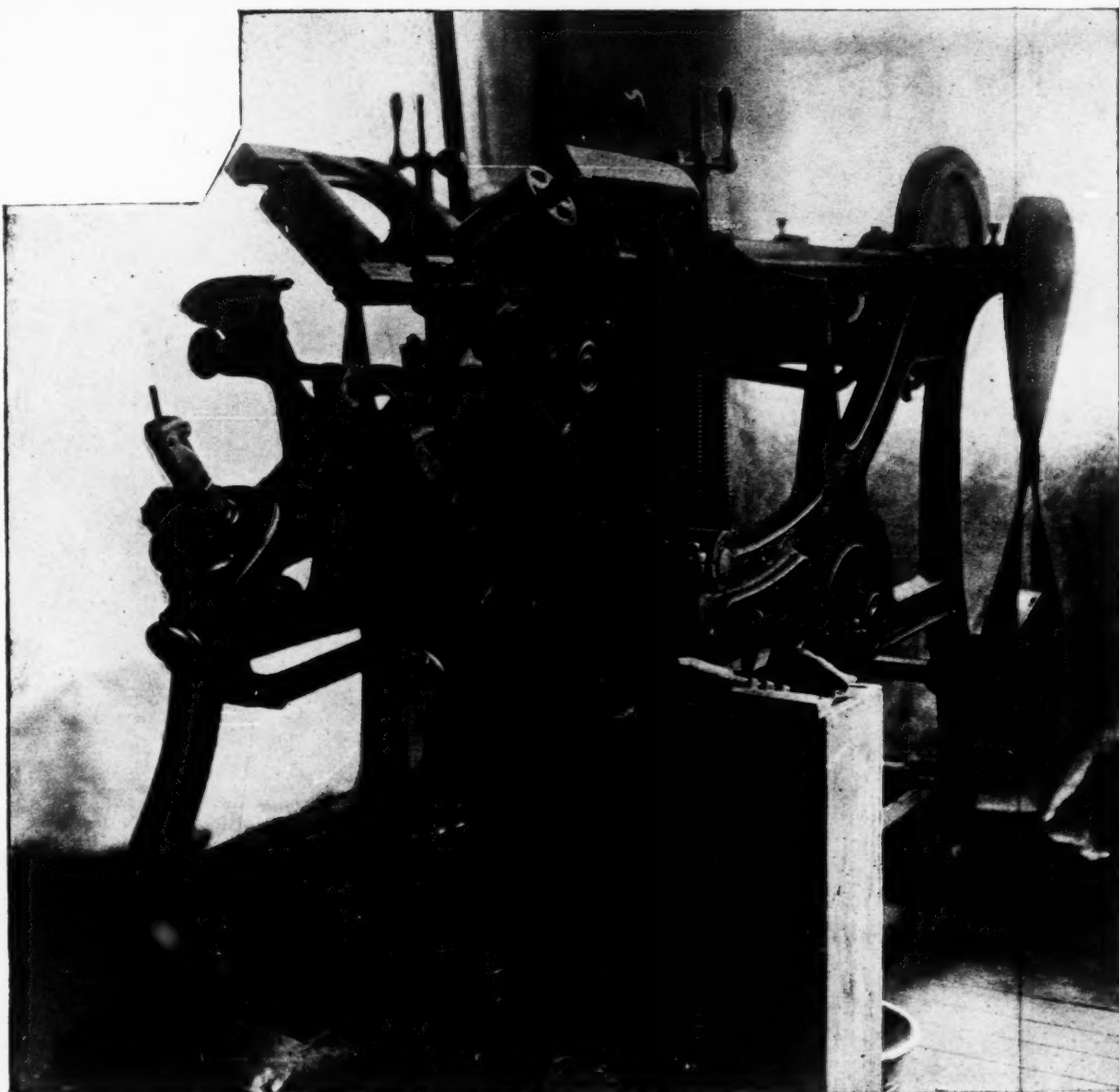
PLAINTIFF'S EXHIBIT 233.

[Put in Evidence, page 2180.]



PLAINTIFF'S EXHIBIT 234.

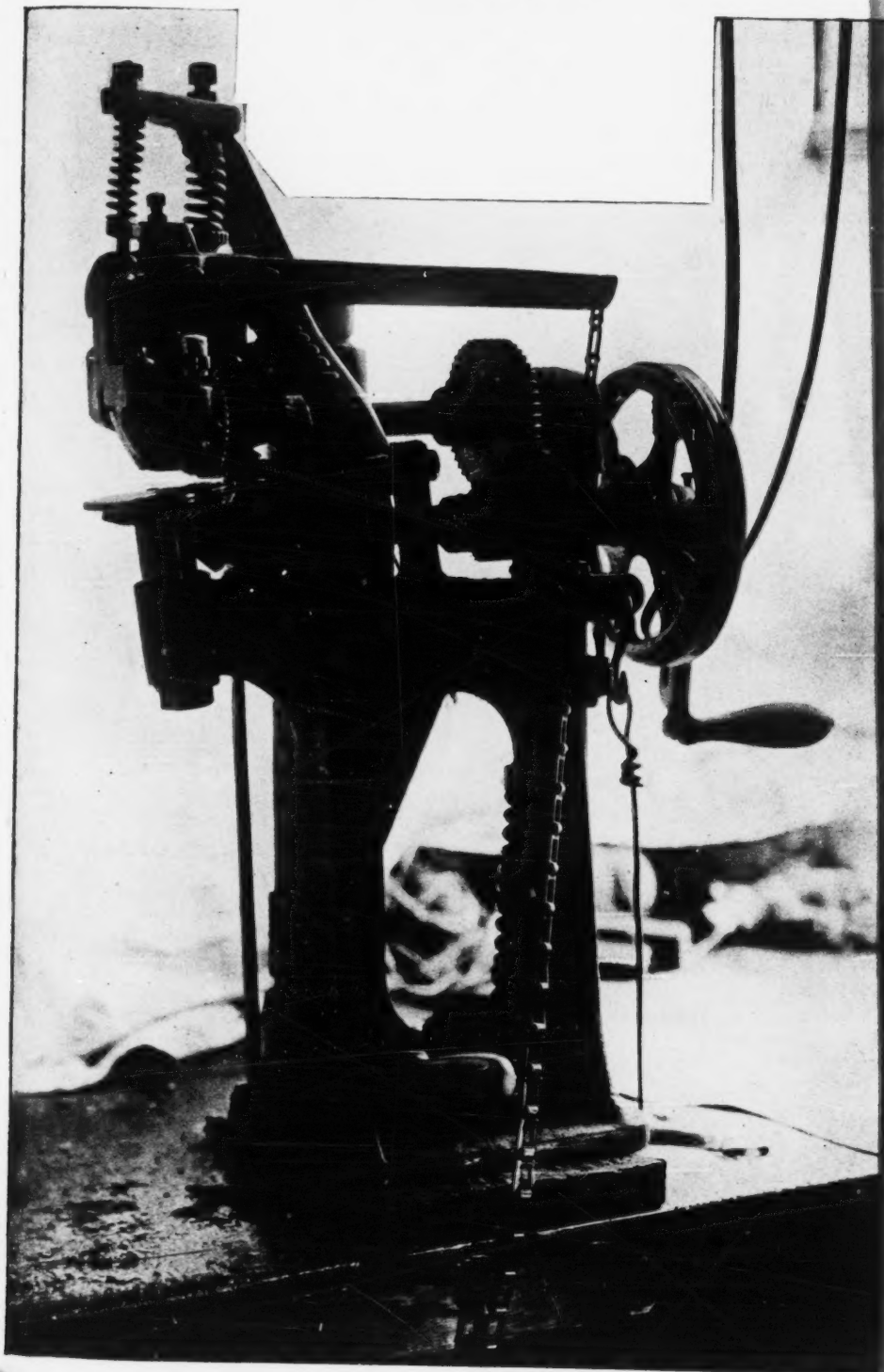
[Put in Evidence, page 2180.]

**Automatic Leveler.**



PLAINTIFF'S EXHIBIT 235.

[Put in Evidence, page 2180.]

**Inch Channeling Machine**



PLAINTIFF'S EXHIBIT 236.

[Put in Evidence, page 2186.]

Lease and License, No. 186

This Lease and Agreement made this *10th* day of *Mar.* A. D. 1899 by and between the Davey Pegging Machine Company, a corporation existing under the laws of Maine, Lessor, and *Selz, Schwab & Co., Joliet, Ill.* Lessee: Witnesseth:

Whereas, the Lessor is the owner of the following-described Letters Patent of the United States, viz.:—

No. 414501, November 5, 1889, to John F. Davey,
No. 504311, August 29, 1893, to John F. Davey,
No. 555434, February 25, 1896, to John F. Davey,
No. 559532, May 5, 1896, to William W. Kelly,
No. 581066, April 20, 1897, to J. F. Davey and S. W. Ladd,
and others, for improvements in pegging machines and of the inventions shown and described therein, and also is the owner of several other inventions relating to pegging machines, or to be used in connection therewith, and is constantly endeavoring to make improvements on such machines, and devices to be used therewith, and intends to secure Letters Patent therefor;

And Whereas, the Lessee desires the right to use under the terms of this lease and license the hereinafter-described pegging machine or machines belonging to the Lessor, and embodying or to be used in connection with the inventions of the above-mentioned Letters Patent, and also any other patented improvements relating to the machine or machines hereby leased, and which may hereafter be acquired by the Lessor and attached to the machine or machines hereby leased or delivered to the Lessee to be used in connection therewith, and also any other machines, machinery or devices made by or for the Lessor, which may hereafter come into the possession of the Lessee.

Now, Therefore, the Lessor, in consideration of one dollar paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements of the Lessee hereinafter contained, does hereby lease unto the Lessee (provided the Lessee keeps and

observes the covenants and conditions of this agreement) the pegging machine or machines, described by number or numbers, as follows, namely:—

1 Davey Pegging Machine No. 217,

1 " " " " 384,

1 " " " " 400,

of which numbers those numbered 217—384—400 are delivered to the Lessee upon the execution of this lease, and also the Lessor does hereby lease all other machines, devices and machinery, made by or for the Lessor, which may hereafter come into the possession of the Lessee from or with the consent of the Lessor; and the Lessor doth hereby license said Lessee and parties in his employ to use only in the manufacture of boots or shoes, said pegging machines, devices and machinery, and any parts, mechanism, or devices connected therewith or relating thereto, whether on said machines and machinery when the same are received, or which may be added thereto by the Lessor for and during the term of this lease, and upon the terms and conditions herein contained, and provided, however, and this lease is made and this license is granted on the express condition that the Lessee shall faithfully keep and observe each and all of the conditions and agreements herein contained on his part to be kept and observed; and that upon a breach of the same, or either of them, by the Lessee, the Lessor may, at his option, cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee, or to any one in the possession or apparent control of the said machines, devices or machinery, this lease and license shall terminate, and the possession of and the full right to and control of the said machines, devices and machinery shall thereupon revert in the Lessor.

The word "Machine," as hereinafter used, shall be construed as designating any and all machines, devices and machinery held by the Lessee under this lease and license, whether now or hereafter delivered to the Lessee, and the covenants and conditions of this lease shall apply to all such devices, machines and machinery.

And the following are also agreed to as terms and conditions of the lease and license of the machines, devices and machinery which

the Lessee is hereby licensed to use ; all of which, together with those hereinbefore expressed, the Lessee agrees to keep and perform : —

First. The Lessee is by this lease and license authorized to use the machine hereby leased only by himself or operatives in his direct employ, and only in his factory situate at *Joliet, Ill.*

He shall not add to the machine nor subtract therefrom any mechanism whatever, now or hereafter forming a part thereof or connected therewith by the Lessor ; nor make nor allow to be made any change or alteration in the said machine without the consent, in writing, of the Lessor, nor interfere with the proper operation of the same, or any mechanism forming a part thereof or attached thereto ; nor remove nor deface any dates, numbers, or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor ; and shall, at all times and at his own expense, keep the machine in as good and efficient working order as the same now is or may hereafter be put by the Lessor, and shall purchase of the Lessor all spare parts used in repairing the machine.

Second. The Lessor and his agents may, at all reasonable times, have convenient access to the machine covered by this lease to examine and inspect the same and the use thereof, and to repair and improve or add to the same, so far as they may see fit ; but he shall not be bound to make any repairs or improvements, and the covenants, stipulations, conditions, and terms of this lease shall apply to all improvements which the Lessor shall hereafter add to the same, and to any patents which have or may be issued thereon, with the same effect as if the patents were included in this lease and license with the Letters Patent already referred to.

Third. The Lessee agrees to pay unto the Lessor, on the fifteenth day of each month, as rent or royalty for the machine hereby leased the sum of two cents for each and every pair of boots or shoes, of any kind, pegged by the aid or use of said machine, or in the pegging or manufacture of which said machine is utilized, said rent or royalty above referred to to be paid on the fifteenth day of each month, for all boots or shoes in the making or manufacture of which said machine shall have been used during the preceding cal-

endar month; and it is hereby agreed between the parties hereto that said rental or royalty, of two cents per pair of boots or shoes, is a just, fair, and correct value to the Lessee of the use of the machine hereby leased to the Lessee, and that the abated royalty of one cent per pair, hereinafter named, is not the true value of the license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions thereto attached; and this agreement and responsibility, and all others in this lease contained, shall extend to and in respect of all boots or shoes pegged by the aid of said machine, or in the making or manufacture of which said machine shall have been used, whether made by the Lessee or by other persons for him; provided, however, that in all cases where the Lessee shall pay the Lessor, on or before the fifteenth day of each month, one cent per pair for each and every pair of boots or shoes, of any kind, pegged in whole or in part, by the aid or use of said machine, or in the manufacture of which said machine shall have been utilized, said payment so duly made, shall be full payment and satisfaction of the rent or royalty for the use of the patents for such boots and shoes in respect to which said payments shall have been so duly made. And it is agreed that, in the default of the payment of said royalty when due, that is, on or before the fifteenth day of each month, the Lessee's right to an abatement of the full royalty of two cents per pair, as herein provided, shall thereby be forfeited; and it is agreed that, for each and every pair of boots or shoes pegged by the aid of said machine, or in the manufacture of which said machine shall have been used, and in respect to which there shall not have been paid the abated rent or royalty, in accordance with the terms hereinbefore set forth, the Lessee shall pay to the Lessor the sum of two cents, as liquidated, fixed, and settled damages. The Lessee hereby guarantees that the abated royalty, due and paid over to the Lessor under the terms herein, shall not be less than ten dollars for each machine, for each calendar month, and in case said abated royalty, in any month, shall be less than ten dollars for each machine, then the Lessee agrees to pay to the Lessor, at the time for the payment of the abated royalty, whatever addi-

tional sum may be necessary to bring the abated royalty for that month up to ten dollars for each machine.

Fourth. It is understood that the Lessor may, at any time, attach to said machine an indicator, for the purpose of registering the number of boots or shoes pegged upon said machine, or the number of revolutions or movements of said machine; and the Lessee agrees that in case an indicator shall be attached to said machine by the Lessor, it shall not be disturbed or interfered with by any person, and that prompt notice will be given to said Lessor in case the same shall be disturbed, or inaccurate, or out of repair. And the Lessee agrees to keep a full and accurate account, independently of any indicator that may be placed upon the machine, of all boots and shoes which shall be pegged upon said machine, or in the manufacture of which said machine shall have been used; and the Lessee further agrees to require each of its operators upon the machine hereby leased to keep upon blanks to be furnished by the Lessor, accurate accounts of the number of pairs of boots or shoes pegged by him each day upon said machine, or in the making of which said machine shall have been used, and to require his operator to sign such daily records, and deliver them daily to the Lessee, and such account shall be verified by the oath of the operator, if the Lessor shall so require, and the Lessee also agrees to send to the office of the Lessor, on or before the tenth day of each month, a written report for the preceding calendar month of the number of pairs of boots or shoes pegged upon or with the aid of said machine, or in the pegging of which said machine shall have been used, together with the records kept by his operators as above provided for. And the Lessee agrees to allow the Lessor or his agents to have access, at all times, to said records kept by his operators, and to the accounts kept by him of the shoes pegged or manufactured on the machines leased hereby.

Fifth. The Lessee hereby agrees that he will do all the pegging of boots and shoes manufactured by him upon the said machines of the Lessor which are leased hereby, and that in case he has too much work for the machines hereby leased, he will take from the Lessor, under this lease or a similar lease containing the same

terms and provisions, sufficient additional machines to perform the work, which machines shall be in all respects subject to this lease and license as if at the date hereof delivered to the Lessor and named herein.

Sixth. The Lessee hereby agrees that he will not in any way violate or infringe or contest the validity of any of the patents hereinbefore referred to, or now or hereafter owned by the Lessor, or any reissue or extension of the same, or the title of the Lessor to said patents or any of them, and expressly admits the validity and sufficiency thereof, and that the claims are to be construed broadly.

Seventh. This machine cannot be transferred, and this lease and license is not assignable by the Lessee, by his own act or by operation of law. The Lessee agrees to insure and to keep insured each pegging machine held by him, at any time under this lease, in the sum of \$200, and in case of loss or damage the Lessee agrees to pay the full amount of the insurance to the Lessor.

Eighth. The power conveyed by this lease and license is only the right to use the said machine, and not the right to make or sell any machine embodying the inventions of the patents aforesaid, or any patent hereafter owned by the Lessor. And a removal of the machine from the factory of the Lessee can only be made with the written consent of the Lessor, and on conditions satisfactory to the Lessor; and if the Lessee is or becomes at any time insolvent or bankrupt, or if a sale, transfer, or lease of said machine, devices or machinery shall be made or attempted without the written consent of the Lessor, then this lease and license, and all rights of the Lessee thereunder, shall forthwith, at the option of the Lessor, cease and determine, and the possession of said machine shall revert in the Lessor, and he may take possession of the same without the Lessee having any claim against the Lessor.

Ninth. In case the Lessee refuses or neglects to perform or violates any of the conditions of this lease and license, the Lessor shall have the right to terminate this lease and license by giving written notice that he has elected so to do; and immediately upon such notice this lease and license and all the rights of the Lessee

thereunder shall be terminated, and the possession of said machine shall thereupon revert in the Lessor, free and discharged of this lease and license. Upon the termination of this lease and license, by the non-performance or breach on the part of the Lessee of any condition or agreement to be kept or performed by the Lessee under the terms hereof, it shall be the duty of the Lessee forthwith to deliver the machine hereby leased and licensed to the Lessor, and to pay to the Lessor the sum of two hundred dollars for each machine hereby leased, and to pay in addition the expense of transporting the machine to such place of business of the Lessor as the Lessor shall direct, and without prejudice to any other legal rights or remedies for violation of contract, use of machine without right or use of patents without license; and the Lessor or his agents may forthwith enter the premises where said machine may be and may take and remove the same, and the Lessee shall have no claim whatever against the Lessor.

Tenth. This lease and license shall continue, provided the Lessee faithfully keeps and performs the terms and conditions thereof, until the expiration of the Letters Patent above referred to, and until the expiration of any extensions or renewals thereof, and the expiration of any Letters Patent now or hereafter owned by the Lessor, any inventions of which shall be added to or embodied in said machines, or used in connection therewith.

But, inasmuch as the machine has been delivered by the Lessor to the Lessee without any charge or payment representing its cost, it is understood and agreed that the Lessor may, at any time, terminate this lease upon giving thirty days' notice to the Lessee of his election so to do, and thereupon all the rights of the Lessee under this lease and license shall terminate, and the Lessor or his agents may forthwith enter the premises where said machine may be, and may take and remove the same, and the Lessee shall have no claim whatever against the Lessor; and it shall be the duty of the Lessee forthwith to deliver the machine hereby leased to the Lessor, but, in case this lease is terminated by the Lessor in pursuance of the provisions of this paragraph, the Lessee shall not be bound to pay any of the expense of transporting said machine from

the factory of the Lessee to the Lessor. The Lessee shall, however, pay to the Lessor whatever sums may be necessary to put the said machine in good repair, and such sums as may be due for royalties unpaid.

In case this lease shall run for its full term, then immediately upon its expiration the Lessee shall deliver to the Lessor the machine hereby leased, and the Lessee shall have no claim whatever to said machine or to a continuation of his possession or use thereof.

Eleventh. In case any other machines, devices or machinery than those now hereby leased and licensed, embracing or to be used in connection with the inventions of any of the Letters Patent under which a license is hereby granted, or any other patents under which the Lessee may hereafter become licensed by the terms of this agreement shall hereafter come into the possession of the Lessee without a written lease or license from the Lessor, then, in case the Lessor shall so elect, all the covenants and agreements herein contained, including the obligation to pay a monthly rental or royalty, shall apply to the same and shall govern the parties respectively to the same extent as if the same had been expressly included in this lease and license. The Lessor may write the numbers of any such machines as shall hereafter come into the possession of the Lessee into this lease, after same is executed.

Twelfth. All the rights and interests which, under this agreement and by reason of the ownership of said machines and patents and patent rights, belong to the Lessor, shall be deemed to belong to, and may be enforced, in his name or otherwise, by the Lessor's successors and assigns, and its or their representatives and assigns. All of the stipulations and agreements binding on the Lessee shall be binding on his or their representatives and assigns.

Thirteenth. It is agreed that this instrument may be used for Lessees of the female sex, or for corporations, and that in that case the masculine pronoun denoting the Lessee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that this instrument may be used in cases where the Lessee shall consist of more than one person, and in that case the pronouns and the termination of the words relating to the

Lessees shall be considered as plural or singular as the sense may require; and that when the Lessee so consists of several persons, and they sign this lease either individually or by the firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals and to another instrument of even date and like tenor, said Lessee or Lessees, under this agreement, binding itself, himself, or themselves to all the foregoing agreements, both jointly and severally.

SELZ, SCHWAB & Co., [SEAL]

J. Barney Selz, Second Vice Prest.

[SEAL]

DAVEY PEGGING MACHINE Co.

Geo. W. Brown, Treas.

PLAINTIFF'S EXHIBIT 237.

[Put in Evidence, page 2188.]

1000-3-9-1898-C

License and Rental Lease No. 586

This License and Rental Lease Agreement, made in duplicate the 28 day of *Jan'y*. A. D. 1899, by and between the

Consolidated & McKay Lasting Machine Company,
a corporation incorporated under the laws of the State of Maine,
Licensor and party of the first part, and *R. H. Long Shoe Mfg. Co. of Springfield, Mass.* Licensee and party of the second part,
Witnesseth:

Whereas, the Licensor is now the owner of the following Letters Patent of the United States relating to Lasting Machines or auxiliary machines for lasting, to wit: No. 274,207, dated March 20, 1883, No. 281,306, dated July 17, 1883, No. 284,906, dated Sept. 11, 1883, No. 292,575, dated Jan. 29, 1884, No. 312,335, dated Feb. 17, 1885, No. 415,726, dated Nov. 26, 1889, No. 421,954, dated Feb. 25, 1890, No. 423,920, dated March 25, 1890, No. 423,921, dated March 25, 1890, No. 423,922, dated March 25, 1890, No. 423,937, dated March 25, 1890, No. 441,482, dated Nov. 25, 1890, No. 459,899, dated Sept. 22, 1891, No. 482,349, dated Sept. 13, 1892, No.

500,141, dated June 27, 1893, No. 510,972, dated Dec. 19, 1893, No. 510,973, dated Dec. 19, 1893, No. 510,974, dated Dec. 19, 1893, No. 510,975, dated Dec. 19, 1893, No. 510,976, dated Dec. 19, 1893, No. 510,977, dated Dec. 19, 1893, No. 510,978, dated Dec. 19, 1893, No. 518,933, dated April 24, 1894, No. 523,939, dated July 31, 1894, No. 533,394, dated Jan. 29, 1895, No. 560,-767, dated May 26, 1896, No. 562,119, dated June 16, 1896, No. 564,931, dated July 28, 1896, No. 567,566, dated Sept. 8, 1896, No. 584,741, dated June 15, 1897, No. 584,742, dated June 15, 1897, No. 584,743, dated June 15, 1897, No. 584,744, dated June 15, 1897, and other patents applied for and now pending, and is, moreover, the owner of or Licensee under other patents not herein enumerated;

And, whereas, the Licensee desires the right to use, under the terms of this License and Lease Agreement, the hereinafter described machine belonging to and owned by the Licensor, and also any improvements relating to the machine hereby licensed and leased for Rental, which may hereafter be acquired by the Licensor and attached to the machine hereby licensed and leased for Rental, or delivered to the Licensee to be used in connection therewith, and also any other machine, machinery, or device made by or for the Licensor, which may hereafter come into the possession of the Licensee.

Now, Therefore, the Licensor, in consideration of one dollar to it paid by the Licensee, the receipt whereof is hereby acknowledged, and of the agreements and conditions herein agreed upon, to be kept and performed by the Licensee, does hereby license and lease for Rental unto the Licensee the machine herein designated by its number, said machine embodying the inventions of some of the foregoing named patents: —

Lasting Machine No. 2295.

And the Licensor does hereby license and lease the Licensee and operators in his employ to use said machine, but only upon the terms and conditions herein set forth; Provided, however, and this License and Lease is granted upon the express condition that the Licensee shall faithfully keep and perform all the conditions

and agreements herein contained on his part to be kept and performed; and upon breach of the same or either of them by the Licensee the Licensor may, at its option, cancel and terminate this License and Lease by giving written notice to the Licensee or to any one in possession or apparent control of the machine, that it has elected so to do, and upon the giving of such notice this License and Lease shall terminate, and upon the Licensor taking or demanding possession of this machine, as herein provided, or without cancellation of this Agreement, then the possession of said machine shall thereupon revert in the Licensor. And inasmuch as the machine is only leased and rented by the Licensor, and the Licensee pays no purchase price whatsoever for the machine, therefore the said machine does and shall continue to belong exclusively to, and remain wholly the property of, and subject only to the control of the Licensor, and the Licensee acquires no right to buy or retain said machine except by written consent of the Licensor.

Upon the termination of this License and Lease for Rental by lapse of time, cancellation, breach of contract, non-use of machine, or otherwise, the Licensee shall forthwith deliver the machine, hereby licensed and leased, to the Licensor in good condition, reasonable wear and tear excepted, and also pay to the Licensor the sum of One Hundred and Fifty (150) Dollars, as compensation for setting up the machine at his factory, for instructing operators, and deterioration.

And the following terms and conditions of the License and Lease of the machine, together with those hereinbefore expressed, the Licensee hereby agrees to keep and perform:

First.—The Licensee is by this License and Lease for Rental authorized to use the machine herein described, only by himself or operators in his direct employ, and only in *Springfield Mass.* He shall not add to, nor subtract from, the machine any part or mechanism whatever, now or hereafter organized or connected therewith by the Licensor, nor make, nor allow to be made, any change or alteration in the same, without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machine, nor any mechanism forming a part thereof or attached

thereto, nor any device used in connection therewith, nor remove or deface any dates, numbers, or inscriptions, now or hereafter impressed thereon, or affixed thereto by the Licensor or by its direction, and the Licensee shall at times at his own expense keep and maintain the machine in as good and efficient working order as the same now is or may hereafter be put by the Licensor.

Second.—The Licensor and its agents shall at all reasonable times, have access to the machine to examine and inspect the same and the use thereof, and to repair and improve the same so far as it sees fit, and all covenants, stipulations, and conditions herein contained shall apply to all improvements which the Licensor shall hereafter add to the machine, and to any patents which have or may be issued thereon, with the same effect as if the patents were enumerated in this License and Lease with the Letters Patent previously herein enumerated.

Third.—The Licensee agrees to pay unto the Licensor, on the tenth day of each month, as Rental for the previous month for the machine hereby licensed and leased, and for the use of the inventions of the patents under which a License is hereby granted, a sum of lawful money equal to five-sixths (5-6) of one (1) cent for each and every pair of Misses' and Children's and one (1) cent for each and every pair of all other kinds of boots and shoes lasted by the aid of this machine, or by the use of the inventions of said patents, or any of them, or in the making of which any of the inventions of said patents shall be used; and should such Rental fall short of an average of Fifteen (15) Dollars per month, for any twelve (12) consecutive months (excepting months during the whole of which the factory is idle), then the Licensee agrees to pay, upon demand, such an amount as will make the average Fifteen (15) Dollars per month for such twelve (12) consecutive months.

Fourth.—The Licensee agrees that the operator on the machine hereby licensed and leased shall keep a daily account of the number of pairs of boots and shoes lasted by him, and the class to which they belong, which account shall be signed by the operator, and verified and signed by the Licensee, if so requested by the

Licensor, and delivered by the Licensee to the Licensor at Boston, Mass., not later than the fifth of each month, and Rental shall be paid by the Licensee on the basis of said account, and the Licensee agrees to give the Licensor, its successors or assigns, or its or their authorized agents, free access at all times to the premises where the machine hereby licensed and leased is located, for the purpose of verifying the operators' reports, and in case operators' reports shall not be made as provided above, it shall be the right of the Licensor to appoint a competent man to keep the accounts herein required; and all reasonable compensation for the services and expenses of such man, which shall not exceed \$3 per day, shall be at the charge of the Licensee, and the Licensee hereby agrees to pay the same upon demand to the Licensor.

The Licensee agrees that he will allow the Licensor, its successors, or assigns, and its and their agents, at any time hereafter, to attach an indicator, or counter, to any machine embracing any of the patents under which a License is hereby granted, which now is or may hereafter come into possession of the Licensee, for the purpose of indicating the number of boots and shoes lasted, and to examine, modify, repair, or replace the said indicator, and that he, the Licensee, will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or may hereafter be placed upon any machine as aforesaid.

Fifth.—The Licensee hereby agrees that he will not in any way violate, or infringe, or contest the validity of any of the patents, or any reissue, or extension of the same, under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Licensor, to said patents or any of them, and hereby expressly admits the validity and sufficiency thereof as an important part of the consideration for this License and Lease for Rental.

Sixth.—This machine shall not be transferred, and this License and Lease for Rental is not assignable by the Licensee by his own act or by operation of law.

Seventh.—The power conveyed by this License and Lease is only the right to use the said specific machine, and not the right to make, sell, or alter any machine embodying the inventions of the

patents aforesaid, or any of them; and a transfer or removal of the machine hereby licensed and leased shall only be made with the written consent of the Licensor, and if the Licensee is or becomes at any time insolvent or bankrupt, or if a sale, loan, transfer, or removal of said machine shall be made or attempted by the Licensee, or by the operation of law, or by any legal officer, representative, or assignee, as the property of the Licensee, or otherwise, without the written consent of the Licensor, the Licensor may cancel and terminate this License and Lease Agreement, and then the possession of said machine shall thereupon revert in the Licensor, and it may take possession of said machine without the Licensee having any claim for the repayment of any part of the sum or sums which he may have paid as Rent or License under this instrument.

Eighth.—In case any machine hereby licensed shall remain unused for the period of four consecutive months, the Licensor may at any time thereafter, while it remains unused, cancel this License and Lease Agreement, so far as relates to said unused machine, by giving written notice, as herein provided, that it has elected so to do; and upon giving such notice this License and Lease Agreement shall be terminated to the extent aforesaid, and possession of said unused machine shall thereupon revert in said Licensor.

Ninth.—This License and Lease Agreement shall continue until cancelled by the Licensor for breach of condition or otherwise, but in case the Licensee refuses or neglects to perform, or violates any condition of this License and Lease Agreement, the Licensor shall have the right to terminate this License and Lease Agreement by giving written notice, as aforesaid, that it has elected so to do; and upon the giving of such notice for any cause whatsoever, as herein provided for, this License and Lease Agreement shall then terminate, and the possession of said machine shall thereupon revert in the Licensor, free and discharged of this License and Lease. Upon the termination of this License and Lease by lapse of time, cancellation, breach of condition, non-use of machine, or otherwise, it shall be the duty of the Licensee forthwith to deliver the machine hereby licensed and leased to the Licensor in good

condition, reasonable wear and tear excepted, and to pay to the Licensor the sum of One Hundred and Fifty (150) Dollars for each machine so delivered; and upon such termination, and without prejudice to any other legal rights or remedies for violation of contract, use of machine without right, or infringement of patents, the Licensor, or its agents, may thereupon enter the premises where said machine may be and may take and remove the same, and the Licensee shall have no claim whatsoever, against the Licensor under this License and Lease Agreement.

Tenth.—The Licensee also covenants and agrees to keep this machine and accessories insured, for the benefit of the Consolidated & McKay Lasting Machine Company, to the amount of Two Hundred (200) Dollars, and to pay all taxes assessed on said machine. In case this machine is destroyed by fire, the Licensee agrees to pay to the Licensor the sum of Two Hundred (200) Dollars, as partial compensation for such destruction of machine.

Eleventh.—In case any other machine than that hereby licensed and leased, embracing the invention of any of the patents under which the License is hereby granted, shall hereafter come into the possession of the Licensee, without a written License and Lease from the Licensor, then, in case the Licensor shall so elect, all the covenants herein contained shall apply to such machine, and shall govern the parties respectively to the same extent as if the said machine had been expressly included in this License and Lease Agreement. The Licensor shall give written notice of its election, as aforesaid, within thirty (30) days after it shall have received written notice from the Licensee of the possession of such machine, but it may give such notice without having received such notice from the Licensee.

Twelfth.—It is declared and understood that it is the intention of the Licensee to use said machine herein licensed and leased for lasting all the boots and shoes made by him applicable to the said machine, and not to have it in his possession as a means of reducing the price of hand lasting or of controlling hand lasters, or of influencing a trade with any other lasting machine not controlled by the Licensor, or the list price thereon, and the Licensor enters

into this contract because of and by reason of such understanding and agreement on the part of the Licensee. It is therefore agreed that the Licensee shall use such machine hereby licensed and leased for lasting all of his boots and shoes to its full capacity, limited only by the demands of his business; and should the demands of his business require he shall take the license and lease of such additional machines as may be needed to do all his work.

Thirteenth.—It is agreed that the Licensee shall buy of the Licensor, or its authorized agents, and only of it or them, the spare parts for repairing the machine hereby licensed and leased, and shall and does hereby accept delivery of machine at Beverly, Mass., f. o. b. cars.

Fourteenth.—All the rights and interests which, under this instrument and by reason of the ownership of said machines and patents and patent rights, belong to the Licensor, shall be deemed to belong to, and may be enforced, in its name or otherwise, by the Licensor, its successors and assigns, and its or their representatives and assigns. All of the stipulations and agreements binding on the Licensee shall be binding on his or their representatives, successors, and assigns.

Fifteenth.—It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that when the party of the second part shall consist of more than one person, the termination of the words relating to the said party shall be considered as singular or plural, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this License and Lease for Rental, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained, and also that the numbers of the machines named in or covered by this License and Lease may be entered herein by the Licensor after signing; and that as this instrument is designed and intended for continuous use between the parties hereto, in case the Licensee

shall have more than one machine, it is agreed that the termination of words relating to the machine shall be considered as written in the singular or plural, as the number of machines entered into this License and Lease Agreement may require.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding themselves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

[SEAL] CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
by Geo. W. Brown Treasurer.
R. H. LONG SHOE MFG. CO. [SEAL]
R. H. Long Pres.

PLAINTIFF'S EXHIBIT 238.

[Put in Evidence, page 2189.]

200-6-8-1898-CCC.

License and Rental Lease No.

Transfer from License No.

This License and Rental Lease Agreement, made in duplicate the 17th day of *December*, A. D. 1898, by and between the

Consolidated & McKay Lasting Machine Company,
(Chie Department)

a corporation incorporated under the laws of the State of Maine, Licensor and party of the first part, and *Selz, Schwab & Company* of *Chicago, Ill.*, Licensee and party of the second part, Witnesseth:

Whereas, the Licensor is now the owner of the following Letters Patent of the United States relating to Lasting Machines or auxiliary machines for lasting, to wit: No. 319,784, dated June 9, 1885; No. 337,662, dated March 9, 1886; No. 337,924, dated March 16, 1886; No. 337,925, dated March 16, 1886; No. 338,930, dated March 30, 1886; No. 340,860, dated April 27, 1886; No. 356,619, dated January 25, 1887; No. 356,620, dated January 25, 1887; No. 363,283, dated May 17, 1887; No. 364,088, dated May 31, 1887; No. 376,368, dated January 10, 1888; No. 391,688,

dated October 23, 1888; No. 477,788, dated June 28, 1892; No. 477,789, dated June 28, 1892; No. 478,501, dated July 5, 1892; No. 483,375, dated September 27, 1892; No. 545,052, dated August 27, 1895; No. 558,011, dated April 7, 1896; No. 561,189, dated June 2, 1896; No. 571,404, dated November 17, 1896; No. 569,590, dated October 13, 1896; No. 569,182, dated October 13, 1896; No. 569,231, dated October 13, 1896; No. 571,339, dated November 17, 1896; No. 571,429, dated November 17, 1896; No. 571,509, dated November 17, 1896; and other patents applied for and now pending, and is, moreover, the owner of other patents not herein enumerated;

And, whereas, the Licensee desires to use the hereinafter described machines belonging to the Licensors:—

Now, Therefore, the Licensors, in consideration of one dollar to it paid by the Licensee, the receipt whereof is hereby acknowledged, and of the stipulations and conditions hereinafter contained on the part of the Licensee to be kept and performed, doth loan unto the Licensee the machines designated by their numbers in the following schedule, the said machines embodying some of the foregoing named patents:—

 Lasting Machine (Chase) No.

 1 Hand Tacker (Chase Stop Motion) No. 747.

And the Licensors does hereby license the Licensee, and operatives in his employment, to use said specified loaned or rented machines upon the terms and conditions herein set forth: Provided, however, and this loan is made and this license is granted on the expressed Condition, that the Licensee shall faithfully keep and perform all the conditions and stipulations herein contained on his part to be kept and performed, and upon breach of the same or either of them by the Licensee, the Licensors may, at its option, cancel and terminate this loan and license, and upon written notice thereof by the Licensors to the Licensee, or to anyone in the possession or apparent control of the machines, this loan and license shall terminate, and possession of said machines shall thereupon revert in the Licensors. It is also agreed that the Licensors may, at its option, upon breach of any condition herein contained, take

possession of said machines, or any of them, without termination of this agreement.

And the following are also agreed to as terms and conditions of the loan and license of the machines which the Licensee is hereby licensed to use, all of which, together with those hereinbefore expressed, the Licensee hereby agrees to keep and perform:—

First.—The Licensee is by this loan and license authorized to use the machines hereby loaned, only by himself or operatives in his direct employ, and only in *Chicago, Ill.*

He shall not add to nor subtract from the machines any mechanism whatever now or hereafter organized or connected therewith by the Licensor, nor make nor allow to be made any change or alteration in the same without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machines, nor any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions, now or hereafter impressed thereon or affixed thereto by the Licensor, and shall at all times at his own expense, keep and maintain the machines in as good and efficient working order as the same now are or may hereafter be put by the Licensor. All risks and expense of transportation to and from the Licensee's factory shall be assumed by the Licensee. Inasmuch as the machines are only loaned by the Licensor, and the Licensee pays no purchase price for the machines, the said machines do and shall continue to belong exclusively to and remain wholly the property of, and subject to the control of the Licensor, and the Licensee acquires no right to buy or to retain said machines except by the written consent of the Licensor. The Licensee agrees to keep the Lasting Machines and accessories in first-class order and repair at his own expense. The Licensee also hereby covenants and agrees to keep the Lasting Machines and accessories insured by a policy satisfactory to the Chase Department of the Consolidated & McKay Lasting Machine Company for two hundred dollars each, and to pay all taxes assessed on said machines. In case any Lasting Machines are damaged by fire, directly or indirectly, the Licensee agrees to

pay to the Licensor the sum of two hundred dollars for each Lasting Machine, including its accessories, so damaged.

Second. The Licensor and its agents may, at all reasonable times, have convenient access to the machines to examine and inspect the same and the use thereof, and to repair and improve the same so far as it sees fit; and the covenants, stipulations and conditions herein contained shall apply to all improvements which the Licensor shall hereafter add to the machines and to all patents on said improvements, the right to use which shall be owned by the Licensor, with the same effect as if said patents were included in the list of patents hereinbefore set forth.

Third.—The Licensee agrees to pay unto the Licensor, on the fifteenth (15th) day of each month, as rent or royalty for the previous month for the machines hereby loaned, and for the use of the patents hereby licensed, for each and every pair of shoes or boots lasted by the aid of said machines or any of them, or by the use of said patents or any of them, or in the making of which any of said patents shall be used, the sum set forth in the classified schedule hereto annexed in the column headed "Royalty Value"; and said royalty is hereby agreed upon by and between the parties hereto as the just, fair, and correct value to the Licensee for rental of the machines and for use of the patents and inventions hereby licensed to the Licensee by the Licensor, and that the "abated rent or royalty" hereinafter named is not the true value of the license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions hereto attached, and this agreement and responsibility, and all others in this license contained shall extend to and in respect of all shoes or boots made or lasted by the aid of said machines or on any machine embracing any of the patents which the Licensee is hereby licensed to use, whether made by the Licensee or by other persons for him; provided, however, that in all cases when the Licensee shall pay to the Licensor, on or before the fifteenth day of each month, the "abated rent or royalty" as hereinafter set forth, per pair for each and every pair of shoes or boots lasted in whole or in part by the use of said machines or patents, or any of them; said payments so duly made shall be

full payment and satisfaction of the rent or royalty for the use of said machines and of the license for the use of the patents, for such shoes or boots in respect to which said payments shall have been so duly made, and it is agreed that default of payment of said rent or royalty or of any indebtedness to the Licensor when due, that is, on or before the fifteenth (15th) of each month, shall forfeit the Licensee's right to any abatement of the full rent or royalty, as herein provided. And it is hereby agreed that for each and every pair of shoes and boots made or lasted by the aid of the machines hereby loaned, or made by or for the Licensee by the use of the patents hereby licensed, or any of them, and in respect of which there shall not have been paid the "abated rent or royalty" as hereinbefore set forth, the Licensee shall pay to the Licensor the rental or royalty value named in said classified schedule as liquidated, fixed, and settled damages. It is hereby agreed that the monthly rent or royalty returns shall be computed at "abated rent or royalty." In addition to these agreements relating to rent or royalty, and to the "abated rent or royalty" and to payments as liquidated damages of the full rental or royalty value, in case of neglect or default of or refusal to make payment when due, it is agreed by the Licensee that in case he becomes insolvent or makes an assignment for the benefit of creditors, or in case his property or business goes into the hands of a receiver, all rent or royalty due to the Licensor shall be at once computed at the full rent or royalty value, as expressed in the schedule of rentals or royalties herewith attached, and the Licensee expressly agrees to this computation of the rental or royalty value, and further agrees not to contest or dispute any claim for the said full rental or royalty value. It is agreed and covenanted by the Licensee that whenever requested, in writing, by the Licensor, he will pay not less than ten dollars per month, as a minimum amount of rental or royalty for the use of each Lasting Machine, except when his factory is not running. But until further notice, given in writing, it is agreed between the parties hereto that if the Licensee pays the rental or royalty on or before the fifteenth (15th) of the month following the month when the lasting was done, and otherwise keeps all the terms of this License,

there will be a discount made for such payment sufficient to reduce the cost of "abated rent or royalty" on all classes of shoes to one half cent per pair, excepting on long-legged boots, on which the abatement will be sufficient to reduce the cost to three fourths of a cent a pair, but it is specially agreed that this abatement ceases upon written notice given by the Licensor to the Licensee.

Fourth.—The Licensee agrees that the operator on each machine shall keep a daily account of the number of pairs of shoes and boots lasted by him and the class to which they belong; which account shall be signed by the operator and verified and signed by the Licensee and forwarded by the Licensee to the Licensor on the first day of each month, and rental or royalty shall be paid by the Licensee on the basis of said account. And the Licensee agrees to give the Licensor, its successors, or assigns, or its or their authorized agent or agents, free access at all times to the premises where the machines hereby loaned are stored or operated, for the purpose of verifying the operators' reports, and in case operators' reports shall not be made as above provided, it shall be the right of the Licensor to appoint a competent man to keep the accounts herein required; and all reasonable compensation for the services and expenses of such man, which shall not exceed three dollars per day, shall be at the charge of the Licensee, and the Licensee hereby agrees to pay the same.

The Licensee agrees that he will allow the Licensor, its successors, and assigns, and its and their agents at any time hereafter, to attach an indicator or counter to any machine embracing any of the patents hereby licensed, which now is or which may hereafter come into the possession of the Licensee, for the purpose of indicating the number of shoes or boots made, and to examine, modify, repair, or replace the said indicator, and that he, the Licensee, will not disturb or interfere with, nor permit anyone else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon any machine as aforesaid.

Fifth.—The Licensee hereby agrees that he will not in any way violate, or infringe, or contest, the validity of any of the patents, or any reissue or extension of the same, which he is hereby licensed

to use, or the sufficiency of their specifications, or the validity of the title of the Licensor to said patents, or any of them, and expressly admits the validity and sufficiency thereof.

Sixth.—The machines cannot be transferred, and this loan and license is not assignable by the Licensee, by his own act or by operation of law.

Seventh.—The power conveyed by this license is only the right to use the said specific machines, and not the right to make, sell, or alter any machines embodying the patents aforesaid, or any of them; and a transfer or removal of the machines hereby loaned can only be made with the written consent of the Licensor, and if the Licensee is or becomes at any time insolvent or bankrupt, or if a sale, lease, transfer, alteration, or removal of said machines shall be made or attempted by the Licensee, or by operation of law, or by any legal officer, representative, or assignee, as the property of the Licensee, without the written consent of the Licensor, the possession of said machines shall thereupon revert in the Licensor, and it may take possession of said machines without the Licensee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this license, or for rental or royalty under this instrument, nor shall he be released thereby from any of the conditions of this agreement.

Eighth.—In case any machine hereby loaned shall remain unused for the period of four consecutive months, the Licensor may, at any time thereafter, while it remains unused, cancel this loan and license so far as relates to said unused machines, by giving written notice, as herein provided, that it has elected so to do, and, upon giving such notice, this loan and license shall be terminated to the extent aforesaid, and the possession of said unused machines shall thereupon revert in said Licensor, but, in case of such cancellation and reclamation, the Licensee shall thereupon pay the Licensor the sum stated in article twelfth for deterioration of the machines by use or otherwise, and other expenses in reference to the same.

Ninth.—In case the Licensee refuses or neglects to perform, or violates any of the conditions of this license the Licensor shall have the right to terminate this license by giving written notice as

aforesaid that it has elected so to do; and upon the giving of such notice this license shall be terminated, or upon taking or demanding possession of the machines without cancellation of this agreement, the possession of said machines shall thereupon revert in the Licensor; and upon the termination of the loan and license by lapse of time, cancellation, breach of condition, or otherwise, it shall be the duty of the Licensee forthwith to deliver the machines hereby loaned and licensed, to the Licensor in good condition, reasonable wear and tear excepted; and upon such termination or taking or demanding possession of the machines by the Licensor, and without prejudice to any other legal rights or remedies for violation of contract, use of machines without right, or use of patents without license, the Licensor or its agents may thereupon enter the premises where said machines may be, and may take and remove the same, and the Licensee shall have no claim whatever on account of any sum or sums he may have paid under this license as rent or royalty or otherwise, nor shall he be released from his agreements contained herein regarding sum due for return of machines, repairs, instruction of operators, deterioration, etc., as mentioned in article twelfth.

Tenth.—This license shall continue (unless the Licensor shall cancel this license for breach of condition) until the expiration of all the Letters Patent which the Licensee is hereby licensed to use, and which are or may hereafter be embodied in the hereby loaned machines, and the other patents or improvements referred to shall be considered as included in this license the same as if entered in this license by date and number, or any extensions or renewals of the same; and upon the expiration thereof the Licensee shall deliver to the Licensor the machines and accessories hereby loaned in good order, natural wear and tear alone excepted.

Eleventh.—In case any other machines than those now hereby loaned and licensed, embracing any of the patents hereby licensed, shall hereafter be ordered by, or come into possession of, the Licensee then, in case the Licensor shall so elect, all the covenants herein contained shall apply to such machines, and shall govern the parties respectively to the same extent as if the said machines had

been expressly included in this loan and license. The Licensor shall give written notice of its election as aforesaid, and the entry into and under this License Agreement of all machines in possession of the Licensee is hereby specially agreed to by the Licensee, but this shall not take away the Licensor's right to refuse such entry in case of machines transferred without written consent of the Licensor.

Twelfth.—It is declared and understood that it is the intention of this Licensee to use said machines herein licensed for lasting all of the shoes and boots that shall be made by him applicable to the said machines, and not to have them in his possession as a means of reducing the price of hand-lasting, or of controlling hand-lasters, or of influencing a trade with the owners of any other Lasting Machines or of reducing the price thereof, or the prices for labor thereon, and the Licensor enters into this contract because of and by reason of such understanding and intention on the part of the Licensee. It is agreed that the Licensee shall use such machines hereby loaned for lasting all of his shoes and boots, to their full capacity, limited only by the demands of his business; and should the demands of his business require, he shall take and pay for the loan of such additional machines as may be required to do all his work; and in case any Lasting Machine in this agreement is returned to the Licensor, whether voluntarily or because of the Licensee's insolvency or the appointment of a Receiver for his business, or for non-compliance with this agreement, or otherwise, the Licensee or his assigns shall pay the Licensor one hundred (100) dollars as compensation for setting up each machine at his factory, for instructing operators and other expenses incurred, and he shall also pay, in addition thereto, the cost of putting the machine into good condition and repair, as well as freight expense of returning the same.

Thirteenth.—It is agreed that the Licensee shall buy of the Licensor, and only of it, all the fittings and all the spare parts for repairing the machines hereby licensed, and also all the string-nail, tack-strips, or other fastenings to be driven by any appliance for lasting the shoes or boots, whether lasted in whole or in part by

the aid of any of the machines hereby licensed, or by the use of any of the said patents, or in the making of any of which any of said patents shall be used; and that same shall be sold by the Licensor at the same prices to all Licensees for the time being. The prices and terms for the same to be fixed by the Licensor; and in all cases whenever the machines are returned to the possession of the Licensor all the accessories, which shall include all spare parts and fittings, shall be returned with the machines, free from any claim as to title, and all unused tack-strips remaining in the possession of the Licensee at the time of the return of the machines shall also be returned to the Licensor's possession free from any claim as to title, but credit for such tack-strips shall be given by the Licensor.

Fourteenth. — All the rights and interests which, under this instrument and by reason of the ownership of said machines and patents and patent rights belonging to the Licensor, shall be deemed to belong to and may be enforced by the Licensor, its representatives, and assigns, and all the stipulations binding on the Licensee shall be binding on his or their representatives or assigns.

Fifteenth. — It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of and indicate the feminine or neuter, as the case may be; and also that when the party of the second part shall consist of more than one person the termination of the words relating to the said party shall be considered as singular or plural, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this License and Lease for Rental, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained, and also that the numbers of the machines named in or covered by this License and Lease may be entered herein by the Licensor after signing; and that as this instrument is designed and intended for continuous use between the parties hereto, in case the Licensee shall have more than one machine, it is agreed that the termination of words relat-

ing to the machine shall be considered as written in the singular or plural, as the number of machines entered in this License and Lease Agreement may require.

SCHEDULE OF RENTALS OR ROYALTIES.
(Referred to in Article third.)

		Plain.		Men's Shoes and Boots.		Tips & Boxes	
		Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.
Buff and Grain	. .	2c.	$\frac{6}{10}$ c.	3c.	$\frac{8}{10}$ c.	3c.	1c.
Flesh Split	. .	2c.	$\frac{6}{10}$ c.	3c.	$\frac{8}{10}$ c.	3c.	1c.
Calf, etc.	. .	2c.	$\frac{7}{10}$ c.	3c.	$\frac{9}{10}$ c.	3c.	1c.
Goodyear	. .	4c.	$1\frac{4}{10}$ c.	4c.	$1\frac{4}{10}$ c.	4c.	$1\frac{4}{10}$ c.

	Boys' and Youth's Shoes.						Boots.		Women's.	
	Plain.		Tips.		Tips & Boxes.		Long Legs.			
	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.	Royalty Value	Abated Value.
Buff and Grain,	2c.	$\frac{6}{10}$ c.	3c.	$\frac{8}{10}$ c.	3c.	$\frac{9}{10}$ c.	3c.	1c.	2c.	$\frac{6}{10}$ c.
Flesh Split	.						3c.	1c.	2c.	$\frac{6}{10}$ c.
Calf, etc.	.						3c.	1c.	2c.	$\frac{6}{10}$ c.
Goodyear	.	3c. 1c.	3c. 1c.		3c. 1c.		4c. 1c.		4c. 1c.	

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals, the parties of the second part binding themselves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

[SEAL] CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
by Geo. W. Brown, Treasurer.

SELZ, SCHWAB & Co.

Morris Selz, President

[SEAL]

Cable Address, "Handmethod."

CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
111 Lincoln Street.

Geo. W. Brown, Treasurer. Chase Department.

Boston, Mass., March 11th, 1899.

To Messrs. Selz, Schwab & Co., Chicago, Ill.

Gentlemen:—Enclosed please find your copies of the lease with
signatures completed. Yours very truly,

CHASE DEPT. CONSOLIDATED & MCKAY LASTING MCH. CO.
R.

Cable Address, "Handmethod."

CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
111 Lincoln Street.

Geo. W. Brown, Treasurer. Chase Department.

Boston, Mass., Mar. 17th, 1899.

To Messrs. Selz, Schwab & Co., Chicago, Ill.

Gentlemen:—Enclosed please find your copy of the lease with
signature completed. Yours very truly,

R. CHASE DEPT. CONSOLIDATED & MCKAY LASTING MCH. CO.

PLAINTIFF'S EXHIBIT 240.

[Put in Evidence, page 1031.]

[The following is attached to Plaintiff's Exhibit 240:]

Office of the

MCKAY SHOE MACHINERY COMPANY

No. 76 Lincoln Street.

Heeling Department.

Boston, November 2nd, 1898.

Mess. Selz, Schwab & Co., Chicago, Ill.

Gentlemen:—Will you kindly number the lease sent you for the
compressor #34 and Mayo rapid nailer #2555 at Joliet, which is
now numbered #1593 to #1785, and greatly oblige?

Yours truly,

Dic.

MCKAY SHOE MACHINERY CO.

Altered 10/4/98

1785 as per letter McK. Shoe Mach. Co. 10, 21, '98.

Lease and License, No. ~~1785~~

This Lease and Agreement, made this 21st day of March A. D. 1898, by and between James W. Brooks, Principal Trustee, and John Brooks, Associate Trustee, for the McKay-Bigelow Heeling Machine Association, Lessors, and Selz, Schwab and Company, Joliet, Illinois, Lessee, witnesseth:

Whereas, The Lessors are engaged in the manufacture of shoe machinery, and devices to be used in connection therewith, and particularly machinery and devices useful in the manufacture of the heel portions of boots and shoes; and

Whereas, The Lessors, at great expense, have endeavored, and are constantly endeavoring to improve and render more useful, the machinery and devices manufactured by them, and are the owners of the following Letters Patent of the United States for improvements and inventions relating to machinery and devices for the manufacture of shoes, viz.: E. B. Allen, 310,488, Jan. 6, 1885; 314,411, March 24, 1885; 319,377, June 2, 1885; 332,032, Dec. 8, 1885; 332,984, Dec. 22, 1885; 348,091, Aug. 24, 1886; 348,092, Aug. 24, 1886; 374,387, Dec. 6, 1887; 374,885, Dec. 13, 1887; 375,913, Jan. 3, 1888; 377,284, 377,285, Jan. 31, 1888; 378,859, March 6, 1888; 384,343, June 12, 1888; 384,734, June 19, 1888. C. H. Benjamin, 388,523, Aug. 28, 1888. H. Bond, 297,787, Feb. 5, 1884. E. Bourgeois, 277,207, May 8, 1883. C. H. Brown and A. B. McCoy, 477,098, June 14, 1892. C. W. Chase, 212,190, Feb. 11, 1879. T. P. Coombs, 391,124, Oct. 16, 1888. J. H. Cunningham, 381,493, April 17, 1888. A. E. Ellis, 388,544, Aug. 28, 1888. A. D. Elliott, 374,892, Dec. 13, 1887. A. D. Elliott and J. E. Fellows, Nov. 19, 1889. A. D. Elliott, 446,383, Feb. 10, 1891; 510,012, Dec. 5, 1893. H. P. Fairfield, 224,005, Feb. 3, 1880; 388,547, 388,548, Aug. 28, 1888; 498,745, May 30, 1893; 518,917, April 24, 1894. M. J. Ferren, 236,148, Jan. 4, 1881. M. Fifield, 261,696, July 25, 1882. E. Fisher, 246,945, Sept. 13, 1881; 248,582, Oct. 25, 1881; 250,654, Dec. 13, 1881; 258,905, June 6, 1882. J. F. Freeman and C. W. Glid-

den, 443,434, Dec. 23, 1890. C. W. Glidden, 217,866, July 29, 1879; 217,867, July 29, 1871; 224,011, 224,012, Feb. 3, 1880; 278,426, May 29, 1883; 321,017, June 30, 1885; 347,482, Aug. 17, 1886; 350,051, Sept. 28, 1886; 374,894, Dec. 13, 1887; 377,-300, Jan. 31, 1888; 377,301, 377,302, Jan. 31, 1888; 382,762, May 15, 1888; 388,552, 388,578, Aug. 28, 1888; 393,103, 393,-104, Nov. 20, 1888; 399,607, 399,608, March 12, 1889; 402,435, April 30, 1889; 399,608, March 12, 1889; 402,435, April 30, 1889; 403,747, May 21, 1889; 408,173, July 3, 1889; 409,637, Aug. 20, 1889; 409,783, 410,086, 410,087, 410,088, 410,089, 410,090, Aug. 27, 1889; 410,358, Sept. 3, 1889; 411,655, Sept. 24, 1889; 414,040, Oct. 29, 1889; 427,308, May 6, 1890; 439,060, Oct. 21, 1890; 454,428, June 16, 1891; 457,462, Aug. 11, 1891; 459,348, Sept. 8, 1891; 464,196, Dec. 1, 1891; 498,429, 498,513, May 30, 1893; 500,486, June 27, 1893; 502,667, 502,668, 502,669, Aug. 1, 1893; 242,268, April 30, 1895. Glidden and Elliott, 457,462, Aug. 11, 1891. R. M. Harrison, 233,504, Oct. 19, 1880. M. P. Harrigan, 386,538, July 24, 1888; 406,582, July 9, 1889. Harrigan and Packard, 473,874, April 26, 1892. John J. Heys, 530,-046, Nov. 27, 1894. T. P. King and F. S. Strong, 267,544, Oct. 24, 1882. Horne and Henderson, 389,077, Sept. 4, 1888. W. Manley, 322,945, July 28, 1885; 336,332, Feb. 16, 1886; 342,-371, May 25, 1886; 374,416, 374,417, 374,418, 374,419, Dec. 6, 1887. J. F. McMullett, 266,298, Oct. 24, 1882; 373,409, Nov. 15, 1887. J. L. Packard, 388,578, Aug. 28, 1888; 413,959, Oct. 29, 1889; 473,478, April 19, 1892. M. D. Phelan, 400,788, April 2, 1889. D. C. Pillsbury, 417,833, Dec. 24, 1889. A. E. Stirckler, 212,116, Feb. 11, 1879. E. A. Tripp, 406,183, 406,184, July 2, 1889. C. K. Wead, 477,093, June 14, 1892. A. H. Webster, 468,279, Feb. 2, 1892; 483,293, Sept. 27, 1892; 504,854, 502,854, 505,074, Sept. 12, 1893. H. W. Winter, 401,619, 401,-620, 401,622, April 16, 1889; 402,375, 402,376, April 30, 1889; 447,744, March 3, 1891; 448,310, March 17, 1891; 501,555, July 18, 1893; 505,043, Sept. 12, 1893. E. C. Wright, 340,690, April 27, 1886. Crocker, Sumner & Nash, 385,748, July 10, 1888; 388,-535, Aug. 28, 1888. J. H. Pope, 399,631, March 12, 1889; 399,-

777, March 19, 1889; 411,835, Oct. 1, 1889; 446,885, Feb. 24, 1891. M. A. Tyler, 301,462, July 1, 1884; 305,723, Sept. 23, 1884. Tyler & Merritt, 321,401, June 30, 1885; 382,121, May 1, 1888. Tyler & Smith, 293,604, Feb. 12, 1884. A. K. Washburn, 389,994, Sept. 25, 1888. H. A. Henderson, 252,215, Jan. 10, 1882; 259,687, June 20, 1882; 316,894, April 28, 1885; 10,588, 10,589, April 28, 1885; 317,646, 317,647, May 12, 1885; 332,798, Dec. 22, 1885. F. F. Raymond, 2d, 271,117, 271,118, Jan. 23, 1883; 280,399, July 3, 1883; 287,472, Oct. 30, 1883; 289,857, 290,109, Dec. 11, 1883; 315,458, 315,069, 315,070, April 7, 1885; 316,177, April 21, 1885; 316,661, 316,836, 316,827, April 28, 1885; 317,199, May 5, 1885; 317,672, 317,851, May 12, 1885; 318,134, May 19, 1885; 319,124, June 2, 1885; 321,530, 321,756, July 7, 1885; 322,126, July 14, 1885; 322,560, July 21, 1885; 322,561, 322,562, July 21, 1885; 325,271, 325,272, Sept. 1, 1885; 326,150, Sept. 15, 1885; 326,779, 326,780, 326,781, 326,782, Sept. 22, 1885; 329,079, Oct. 27, 1885; 329,951, 329,952, Nov. 10, 1885; 331,441, Dec. 1, 1885; 382,001, Dec. 8, 1885; 335,241, 335,242, Feb. 2, 1886; 340,358, April 20, 1886; 341,169, May 4, 1886; 341,689, May 11, 1886; 342,039, May 18, 1886; 342,461, May 25, 1886; 342,929, June 1, 1886; 343,339, June 8, 1886; 343,728, June 15, 1886; 344,136, June 22, 1886; 344,499, June 29, 1886; 344,985, July 6, 1886; 345,449, July 13, 1886; 345,920, July 20, 1886; 346,124, 346,125, July 27, 1886; 346,607, Aug. 3, 1886; 347,061, 347,062, 347,063, Aug. 10, 1886; 347,514, Aug. 17, 1886; 347,960, Aug. 24, 1886; 348,689, Sept. 7, 1886; 353,883, Dec. 7, 1886; 354,227, Dec. 14, 1886; 354,655, Dec. 21, 1886; 355,027, Dec. 28, 1886; 355,556, Jan. 4, 1887; 355,839, 355,840, Jan. 11, 1886; 356,209, Jan. 18, 1887; 356,549, 356,550, 356,551, Jan. 25, 1887; 356,552, 356,553, 356,554, Jan. 25, 1887; 356,890, Feb. 1, 1887; 357,335, Feb. 8, 1887; 357,735, Feb. 15, 1887; 358,298, Feb. 22, 1887; 358,695, March 1, 1887; 368,006, Aug. 9, 1887; 376,208, Jan. 10, 1888; 376,754, 376,908, Jan. 24, 1888; 377,172, Jan. 1, 1888; 377,577, Feb. 7, 1888; 377,958, Feb. 14, 1888; 378,216, Feb. 21, 1888; 378,617, Feb. 28, 1888; 379,029, March 6, 1888; 379,330, March

13, 1888; 379,810, March 20, 1888; 380,133, March 27, 1888; 380,596, April 3, 1888; 380,818, April 10, 1888; 381,280, April 17, 1888; 383,911, June 5, 1888; 385,960, July 10, 1888; 386,-656, July 24, 1888; 394,298, Dec. 11, 1888; 394,609, 394,610, Dec. 18, 1888; 398,846, March 5, 1889; 405,598, June 18, 1889; 408,895, Aug. 13, 1889; 409,372, Aug. 20, 1889; 410,194, 410,-195, 410,196, Sept. 3, 1889; 410,675, 410,676, 410,677, Sept. 10, 1889; 412,414, Oct. , 1889; 412,896, Oct. 15, 1889; 413,553, 413,554, 413,555, Oct. 22, 1889; 413,963, 413,964, Oct. 29, 1889; 414,448, 414,582, Nov. 5, 1889; 414,952, Nov. 12, 1889; 415,-559, Nov. 19, 1889; 415,560, Nov. 19, 1889; 461,448, 461,510, Oct. 20, 1891; 464,165, 464,255, Dec. 1, 1891; 464,991, 465,029, Dec. 15, 1891; 467,237, Jan. 19, 1892; 467,522, Jan. 26, 1892; 468,957, Jan. 16, 1892; 474,146, May 3, 1892; 474,407, 474,-408, May 10, 1892; 475,001, 474,858, May 17, 1892; 475,417, May 24, 1892; 476,303, 476,307, June 7, 1892; 479,142, July 19, 1892; 480,415, Aug. 9, 1892; 480,741, Aug. 16, 1892; 528,805, Nov. 6, 1894; 531,644, 531,645, Jan. 1, 1895. Raymond & Wheeler, 280,861, July 10, 1883. G. T. Demary, 320,050, June 16, 1885; 321,696, July 7, 1885; 342,501, May 25, 1886; 343,-703, June 15, 1886; 474,335, May 3, 1892. Towns & Raymond, 346,137, July 27, 1886. J. B. Gardner, 354,125, Dec. 4, 1886; 360,580, April 5, 1887. J. W. Soule, 368,248, April 16, 1887. C. C. Small, 375,209, Dec. 20, 1887; 376,049, Jan. 3, 1888; 413,-973, Oct. 29, 1889; 461,853, Oct. 27, 1891; 467,242, Jan. 19, 1892. E. E. Orr, 375,458, Dec. 27, 1887. J. R. Prouty, 383,-907, 383,908, 383,909, June 5, 1888; 515,175, Nov. 12, 1889. James W. Carver, 401,131, April 9, 1889. Benjamin & Simmons, 503,895, Aug. 22, 1893. S. A. Krewson, 514,852, Feb. 13, 1894; and also are the owners of other inventions relating to machinery and devices for the manufacture of boots and shoes, and intend to secure Letters Patent therefor, some of which inventions, patented or to be patented, are embodied in the machines, or some of them, leased to the Lessee hereunder;

And Whereas, The Lessee desires the right to use, under the

terms of this lease and license, the hereinafter described machinery or devices belonging to the Lessors, and also any other improvements relating to the machinery hereby leased, which may hereafter be acquired by the Lessors, and attached by or with the permission of the Lessors to the machinery hereby leased or delivered to the Lessee, to be used in connection therewith, and also any other machines, machinery or devices made by or for the Lessors, which may hereafter come into the possession of the Lessee ;

Now, therefore, The Lessors, in consideration of one dollar paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements of the Lessee hereinafter contained, do hereby lease unto the Lessee (provided the Lessee keeps and observes the covenants and conditions of this agreement) the machinery or devices described by name and number or numbers, following, and all other machines and machinery made by or for the lessors which may hereafter come into the possession of the lessees with the written consent of the lessors and which are not the subject of another lease between the parties hereto : —

McKay Pricking Machine

1 McKay Heel Compressing and Loading Machine *No. 34*,

Fisher Compressing Machine

Bresnahan Compressing Machine

Heel Trimming and Randing Machine,

Heel Trimming and Randing (including Grinding) Machine,

No. 2 Automatic Heel Nailing and Trimming Machine,

1 Rapid Nailing Machine (*Mayo*) *No. 2555*,

Union Heel Trimmer,

Spring Heel Trimmer,

American Lightning Nailing Machine

American Compressing Machine,

Columbia Compressing Machine,

Automatic Heel Loading and Compressing Machine

Improved National Nailing Machine

Columbia Nailing Machine,

Automatic Spring-heel Nailing Machine,

Standard Automatic Nailing Machine,
Standard Automatic Nailing Machine, without Pricking Attachment,
Standard Automatic Loading or Compressing and Loading
Women's Work Machine,

And the Lessors do hereby license the Lessee to use such machines and devices, and any patented parts, mechanisms or devices connected therewith or relating thereto, whether on said machinery when the same is received, or which may be added thereto by the Lessors, and including such machines, devices and machinery as may hereafter come into the possession of the Lessee with the written consent of the Lessors, under the aforementioned patents or any patents, reissues of patents or renewals, which may hereafter be owned or acquired by the Lessors; the term of said license to be the full term of this lease; but this lease is made and this license is granted, on the express condition that the Lessee shall faithfully keep and observe each and all of the conditions and agreements herein contained, on his part to be kept and observed; and that upon a breach of the same or either of them by the Lessee, the Lessors may, at their option, cancel and terminate this lease and license, and upon written notice thereof by the Lessors to the Lessee, or to any one in the possession or apparent control of the said machines, devices or machinery, this lease and license shall terminate, and the possession of, and the full right to and control of the said machines, devices and machinery shall thereupon revert in the Lessors.

The word "machinery" as hereinafter used shall be construed as designating any and all machines, devices, tools and machinery held by the Lessee under this lease and license whether now or hereafter delivered to or in the possession of the Lessee, and the covenants and conditions of this lease shall apply to all such machines, devices, tools and machinery.

And the following are agreed to as terms and conditions of the lease and license of the machines, devices, tools and machinery which the Lessee is hereby licensed to use; all of which together

with those hereinbefore expressed, the Lessee agrees to keep and perform.

First. The Lessee is by this lease and license authorized to use the "machinery", hereby leased only by himself or operatives in his direct employ and only at his factory, situate at *Joliet, Illinois*.

He shall not add to the "machinery", nor subtract therefrom any part, mechanism or device whatsoever now or hereafter forming a part thereof or connected therewith by the Lessors; nor make, nor allow to be made any change or alteration in the said "machinery", without the consent in writing of the Lessors, nor interfere with the proper operation of the same or any mechanism forming a part thereof or attached thereto; nor remove nor deface any dates, numbers, or inscriptions, now or hereafter impressed thereon or affixed thereto by the Lessors; and shall at all times and at his own expense keep the "machinery" in good and efficient working order and condition.

And the Lessee further agrees that he will purchase from the Lessors exclusively at the regular prices from time to time established by the Lessors, all the spare parts, forms, plates, knives, moulds, extras, devices and mechanism of every sort and kind needed or used by him in repairing, renewing, changing the styles, form or nailing, or in operating the "machinery" hereby leased.

Second. The Lessors and their agents may at all reasonable times have convenient access to the "machinery" covered by this lease to examine and inspect the same and the use thereof, and to repair and improve or add to the same so far as they may see fit; but they shall not be bound to make any repairs or improvements and the covenants, stipulations, conditions and terms of this lease shall apply to all improvements which the Lessors shall hereafter add to the same and to any patents which have been or may be issued thereon with the same effect as if the patents were included in this lease and license with the Letters Patent already referred to.

Third. The Lessee agrees to pay unto the Lessors on the fifteenth day of each month, as rent or royalty for the machinery hereby leased, the sum of one half cent for each and every pair of boot or

shoe heels manufactured wholly or in part by the aid or use of any of the machines or machinery hereby leased, said rent or royalty to be paid each month for all boot or shoe heels made during the preceding calendar month, and it is hereby agreed between the parties hereto that said rental or royalty at one half cent per pair is a just, fair and correct value to the Lessee of the use of said machinery, and that the abated royalty hereinafter named is not the true value of the lease and license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions thereto attached; and all agreements herein shall extend to all boot or shoe heels made by or for the Lessee; provided, however, that in all cases where the Lessee shall pay the Lessors on or before the fifteenth day of each month, as an abated royalty, the sum of one quarter of a cent per pair for each and every pair of heels made during the preceding calendar month, said payment so made shall be full payment and satisfaction of said rent or royalty. And it is agreed that in default of the payment of said abated royalty, when due, as aforesaid, the Lessee's right to an abatement of the full royalty of one half cent per pair shall thereby be forfeited, and full royalty shall be due for the same, not as a penalty, but as a liquidated, fixed and settled rental and license fee for the use of said machines or machinery.

And, as the machines leased hereby are supplied to the Lessee without cash payment covering the cost of manufacture, the Lessee hereby guarantees that, during the continuation of this lease, the abated rent and royalty due and actually paid over to the Lessors under the terms hereof shall not in and for any period of three months be less than ^{one hundred and twenty-five dollars} 125 dollars. But it is agreed that if, at any time during the continuance of this lease, the Lessee shall pay to the Lessors a sum equal to the amount of insurance hereinafter named, the Lessee shall, provided he has not violated any of the terms of this lease, be freed from his guarantee to pay more than the rent and royalty hereinbefore stipulated for each pair of boot or shoe heels manufactured as aforesaid, all the other terms and conditions of this lease remaining in force as before. And the

Lessee cannot avail himself of the provision set forth in this paragraph for anything less than all the machines hereby leased; and he shall not be allowed any diminution of the sum to be paid because of the wear and tear or destruction of any of the machinery hereby leased.

Fourth. It is understood that the Lessors may at any time attach to said "machinery" or any part thereof an indicator, for the purpose of registering the number of boots or shoes in the manufacture of which said "machinery" is utilized, or the number of revolutions or movements of the same or any thereof; and the Lessee agrees that in case an indicator shall be attached to said "machinery" or any part thereof by the Lessors, it shall not be disturbed or interfered with by any person, and that prompt notice will be given to said Lessors in case the same shall be disturbed or inaccurate or out of repair. And the Lessee agrees to keep a full and accurate account independently of any indicators that may be placed upon the "machinery" of all boots and shoes in the manufacture of which said "machinery" is used; and the Lessee further agrees to require each of its operators upon the "machinery" hereby leased to keep upon blanks or blank books to be furnished by the Lessors, accurate daily records of the number of pairs of boots or shoes in the making of which said "machinery" shall have been used, and to require his operator to furnish any further information called for by said blanks or blank books and to sign such daily records and to deliver them to the Lessee; and the Lessee agrees to send to the office of the Lessors on or before the fifteenth day of each month, the original records for the preceding calendar month kept by his operators as above provided for. And the Lessee agrees to allow the Lessors or their agents to have access at all times to said records kept by his operators and to all accounts kept by him, of the shoes prepared or manufactured by him.

Fifth. The Lessee hereby agrees as an essential part of the consideration for this lease and license, that he will not in any way violate or infringe or contest the validity of any of the patents hereinbefore referred to as belonging to the Lessors or which may now or hereafter be owned by the Lessors, or any reissue or exten-

sion of the same, or the title of the Lessors to said patents or any of them.

Sixth. The "machinery" held under this lease cannot be transferred, and this lease and license is not assignable by the Lessee by his own act or by operation of law. The Lessee agrees at his own expense to pay all taxes levied on said "machinery" or on account of this lease and to insure against loss by fire and to keep so insured the "machinery" held by him at any time under this lease in a sum total equal to *Eleven Hundred* dollars, and in case of loss or damage, the Lessee agrees to pay the full amount of the insurance to the Lessors.

Seventh. The power conveyed by this lease and license is only the right to use the said "machinery" and not the right to make or sell any "machinery" embodying the inventions of any of the patents aforesaid or any patent hereafter owned by the Lessors. And a removal of the "machinery" or any portion thereof from the factory of the Lessee can only be made with the written consent of the Lessors, and on conditions satisfactory to the Lessors; and if the Lessee is or becomes at any time insolvent or bankrupt, or if a sale, transfer, removal or lease of said "machinery" or any portion thereof shall be made or attempted without the written consent of the Lessors, then this lease and license and all rights of the Lessee thereunder shall forthwith, at the option of the Lessors, cease and determine, and the possession of said "machinery" shall revert in the Lessors, and they may take possession of the same without the Lessee having any claim against the Lessors.

Eighth. This lease and license shall, unless cancelled by agreement of the parties hereto, continue, provided the Lessee faithfully keeps and performs the terms and conditions hereof, for seventeen years from the date hereof, and for such further time as may be covered by the term of any Letters Patent now or hereafter owned by the Lessors, and any inventions of which are contained in any of the "machinery" hereby leased or which shall be added to or embodied in said "machinery" or used in connection therewith. But inasmuch as the "machinery" has been delivered by the Lessors to the Lessee without any charge or payment representing its cost

(excepting such payments as have been made on account of moulds, dies, forms, clamps, lasts, and other parts or devices used in connection with said "machinery"), it is understood and agreed that the Lessors may at any time, in case the Lessee refuses or neglects to perform or violates any of the conditions of this lease and license, or provides himself with any other machine to do any part of the work which any of said Lessors' machines are capable of doing, terminate this lease upon giving written notice to the Lessee of their election so to do. And immediately upon such notice, this lease and license and all the rights of the Lessee thereunder shall be terminated and the title to and right of possession of said "machinery" and all said moulds, dies, forms, clamps, lasts and other parts or devices used in connection with said "machinery" shall at once vest in the Lessors free and discharged of this lease and license. And the Lessee agrees forthwith to deliver the "machinery" hereby leased and licensed, together with all moulds, dies, forms, clamps, lasts, and other parts or devices used in connection therewith to the lessors, and to pay to the Lessors the sum of fifty dollars for each individual machine then leased to the Lessee, and to pay in addition the expense of transporting the "machinery" to such place of business of the Lessors as the Lessors shall direct, and without prejudice to any other legal rights or remedies for violation of contract, use of "machinery" without right, or use of patents without license, which the Lessors may have; and the Lessors or their agents may forthwith enter the premises where said "machinery" or any part of it may be, and may take and remove the same, including all said moulds, dies, forms, clamps, lasts and other parts or devices used in connection therewith, and the Lessee shall have no claim whatever against the Lessors under this lease or otherwise.

In case this lease shall run for its full term, then immediately upon its expiration the Lessee shall deliver to the Lessors the "machinery" hereby leased, together with all moulds, dies, forms, clamps, lasts and other parts or devices used in connection with said "machinery", and the Lessee shall have no claim whatever to

1385

said "machinery" or to a continuation of his possession or use thereof.

Ninth. In case any other machines, devices, or machinery than those now hereby leased and licensed, embracing or to be used in connection with the inventions of any of the Letters Patent under which a license is hereby granted, or any other patents under which the Lessee may hereafter become licensed by the terms of this agreement, shall hereafter come into the possession of the Lessee without a written lease or license from the Lessors, then, in case the Lessors shall so elect, all the covenants and agreements herein contained, including the obligation to pay a monthly rental or royalty, shall apply to the same and shall govern the parties respectively to the same extent as if the same had been expressly included in this lease and license. The Lessors may write the numbers of any such "machinery" as shall hereafter come into the possession of the Lessors into this lease after the same is executed.

Tenth. All the rights and interests which under this agreement and by reason of the ownership of said "machinery" and patents and patent rights belong to the Lessors shall be deemed to belong to and may be enforced in their name or otherwise by the Lessors' successors and assigns and their representatives and assigns. All of the stipulations and agreements binding on the Lessee shall be binding on his or their representatives and assigns.

Eleventh. It is agreed that this instrument may be used for Lessees of the female sex or for corporations, and that in that case the masculine pronoun denoting the Lessee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that this instrument may be used in cases where the Lessee shall consist of more than one person, and in that case the termination of the words relating to the Lessees shall be considered as plural or singular, as the sense may require; and that when the Lessees so consist of several persons and they sign this lease either individually or by the firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In Witness Whereof, the parties aforesaid have hereunto set their

hands and seals and to another instrument of even date and like tenor, the principal Trustee being authorized to sign for himself and his associate trustee, and to do all acts hereunder, and said Lessee or Lessees under this agreement binding itself, himself, or themselves to all the foregoing agreements, both jointly and severally.

JAMES W. BROOKS, Principal Trustee. [SEAL]

J. Brooks, Atty.

Signatures of Lessees.

SELZ, SCHWAB & CO.,

[SEAL]

J. Henry Selz, Second Vice Prest.

PLAINTIFF'S EXHIBIT 241.

[Put in Evidence, page 2192.]

[Duplicate. Form 1195.]

Dated November 29th, 1897.

We hereby propose to take a lease of the machinery mentioned below, of the Goodyear Shoe Machinery Company, according to the form of lease adopted by the Company therefor, and we agree to pay, upon delivery of the said machinery, the sum of \$300.00 as consideration for the delivery of said lease, for the expenses of setting up said machinery, and for possession under the lease of said machinery. Operator not to be sent to set up machinery until consideration is paid, as agreed above.

Goodyear Welt Shoe Machine , Chain Stitch, No.

Goodyear Turned Shoe Machine , Chain Stitch, No.

Goodyear Turned or Welt Shoe Machine , Lock Stitch No.

Goodyear Outsole Stitcher , (Lock Stitch, "Rapid"), No.

Welt Channeller , No.

Outsole Channeller , No.

Turn Channeller , No.

Channel Lip Turner , No.

One Universal Rounder and Channeller , No.

Sole Layer , No.

Hadaway Stitch Separating Machine , No.

Automatic Levelling Machine , No.

Welt Beater , No.
Bobbin Winder , No.
Welt Groover , No.
Welt Splitter , No.
Moulder , No.
Channel Opener , No.
Universal Shankin-Out Machine , No.

It is hereby understood and agreed that we have the option of returning Briggs Rough Rounder #234 for which we are to receive credit for \$100.00 against the above consideration.

(Please Keep this Copy for Your Own Reference).

Please Answer these Questions.

Answer here.

How will you heat Machines, by steam, gas, or lamps?

How will you heat Waxers, by steam, gas, or lamps?

How shall we ship, by freight or express?

What kind of goods do you make?

No title to the above mentioned machinery is acquired other than is given in the lease aforesaid.

A competent man is to be sent to set up said machinery at the expense of the said Company.

Freight and transportation charges on said machinery for Boston, Mass., shall be paid by the lessee.

Applicant sign here.

We accept the above proposition, and promise to deliver the lease and machinery as specified therein.

Boston, Nov. 30th, 1897.

GOODYEAR SHOE MACHINERY COMPANY,

By S. V. A. Hunter, Gen'l Manager.

[Duplicate. Form 1195.]

Dated Whitman, Mass., Mch. 27th, 1900.

We hereby propose to take a lease of the machinery mentioned below, of the Goodyear-Shoe Machinery Company, according to the form of lease adopted by the Company therefor, and we agree to

pay, upon delivery of the said machinery, the sum of \$325.00 as consideration for the delivery of said lease, for the expenses of setting up said machinery, and for possession under the lease of said machinery.

Goodyear Welt Shoe Machine , Chain Stitch No.

Goodyear Turned Shoe Machine , Chain Stitch, No.

Goodyear Turned or Welt Shoe Machine , Lock Stitch, No.

Goodyear Outsole Stitcher , (Lock Stitch, "Rapid"), No.

Welt Channeller , No.

Outsole Channeller , No.

Turn Channeller , No.

Channel Lip Turner , No.

One Universal Rounder and Channeller , No.

Sole Layer , No.

Hadaway Stitch Separating Machine , No.

Automatic Levelling Machine , No.

Welt Beater , No.

Bobbin Winder , No.

Welt Groover , No.

Welt Splitter , No.

Moulder , No.

One Channel Opener , No.

Universal Shanking-Out Machine , No.

Inseam Trimmer , No.

(Please Keep this Copy for Your Own Reference).

Please Answer these Questions.

Answer here.

How will you heat Machines, by steam, gas, or lamps?

How will you heat Waxers, by steam, gas, or lamps?

How shall we ship, by freight or express?

Freight

What kind of goods do you make?

No title to the above mentioned machinery is acquired other than is given in the lease aforesaid.

A competent man is to be sent to set up said machinery at the expense of the said Company.

Freight and transportation charges on said machinery from Boston, Mass., shall be paid by the lessee.

Applicant sign here.

We accept the above proposition, and promise to deliver the lease and machinery as specified therein.

Boston, Mch. 28th, 1900.

GOODYEAR SHOE MACHINERY COMPANY,
By Fred'k G. King, General Manager.

PLAINTIFF'S EXHIBIT 242.

[Put in Evidence, page 2194.]

OFFICE OF GOODYEAR SHOE MACHINERY COMPANY,

Boston, Mass., Feb. 3d 1898

Messrs. L. C. Bliss & Co. Whitman, Mass.

You are hereby notified that we have entered :

Goodyear Turned or Welt Shoe Machine , Chain Stitch, No.

Goodyear Turned or Welt Shoe Machine , Lock Stitch, No.

Goodyear Outsole Stitcher , (Lock Stitch, "Rapid"), No.

Welt Channeller , No.

Outsole Channeller , No.

Turn Channeller , No.

Channel Lip Turner , No.

Universal Rounder and Channeller , No. 182

Automatic Leveller , No.

Sole Laying Machine , No.

Welt Beater , No.

Shank Skiver , No.

Turn Trimmer , No.

Bobbin Winder , No.

Welt Groover , No.

Welt Splitter , No.

Moulder , No.

Channel Opener , No.

Universal Shanking-out Machine , No.
Stitch Separator , No.

in our copy of your Lease and License No. 4015.

Please enter the same in your copy, and oblige,

Yours respectfully,

GOODYEAR SHOE MACHINERY COMPANY,
By Geo. W. Randall, Treasurer.

PLAINTIFF'S EXHIBIT 243.

[Put in Evidence, page 2195.]

[Cover of Catalogue :]

McKAY & BIGELOW
HEELING MACHINE ASSOCIATION.

108 Summer Street.

BOSTON, MASS.

Description and Price-List
OF
SPARE PARTS.

BOSTON:
PRESS OF THE THORP & ADAMS MFG. CO.,
14 MILK STREET,
1890.

[MEMO. By direction of counsel this exhibit is not here printed,
as it is to be considered as a physical exhibit.]

PLAINTIFF'S EXHIBIT 244.

[Put in Evidence, page 2195.]

[Cover of Catalogue :]'

The Prices in this Catalogue Subject to Change Without Notice.

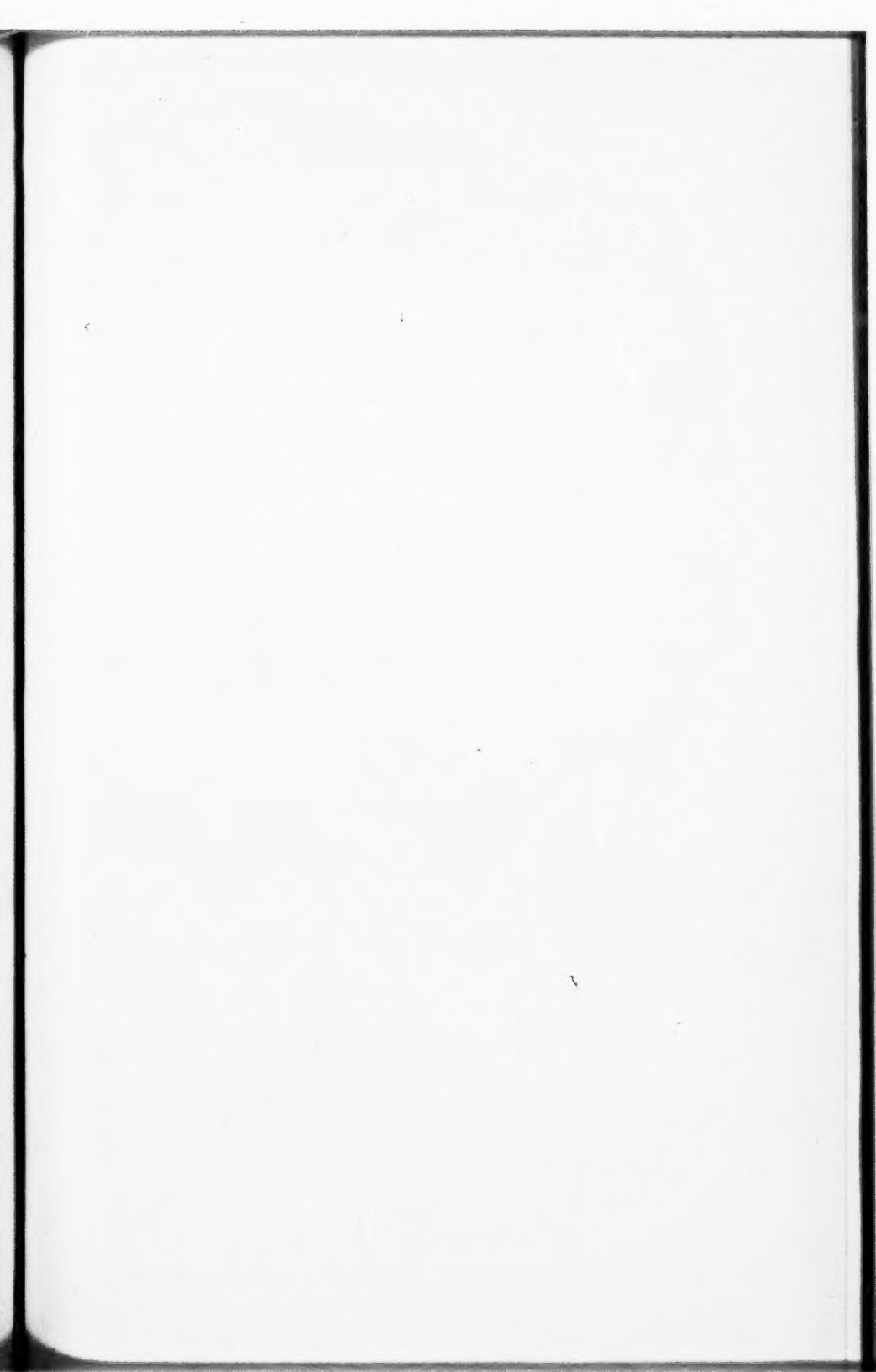
PRICE LIST
OF SPARE PARTS
FOR THE
CHASE LASTING MACHINE
AND
TACKING MACHINE.

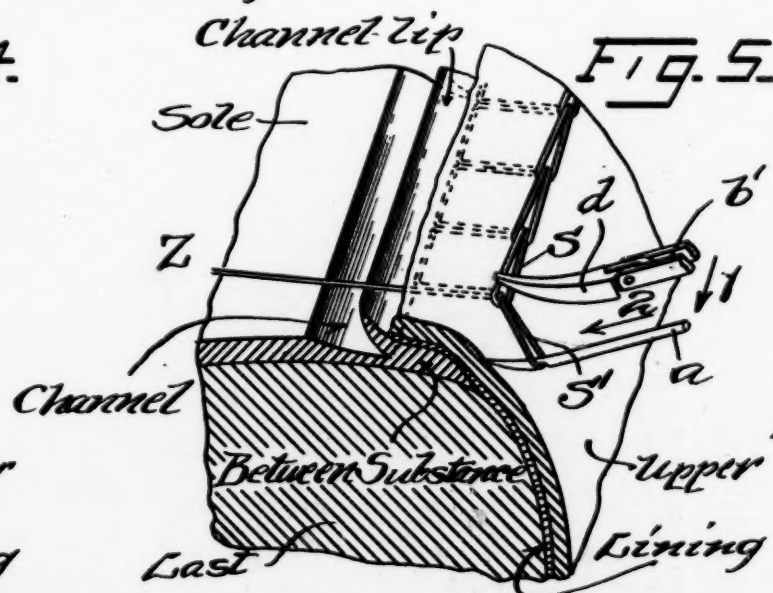
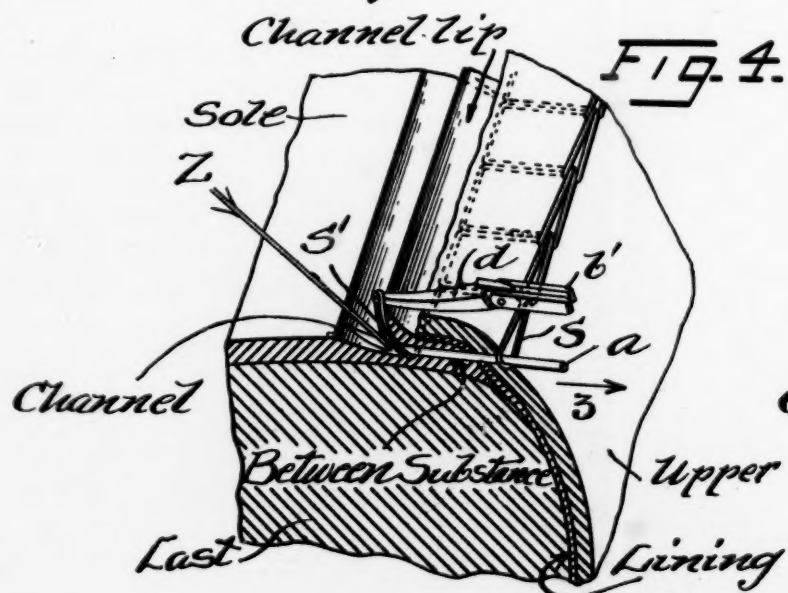
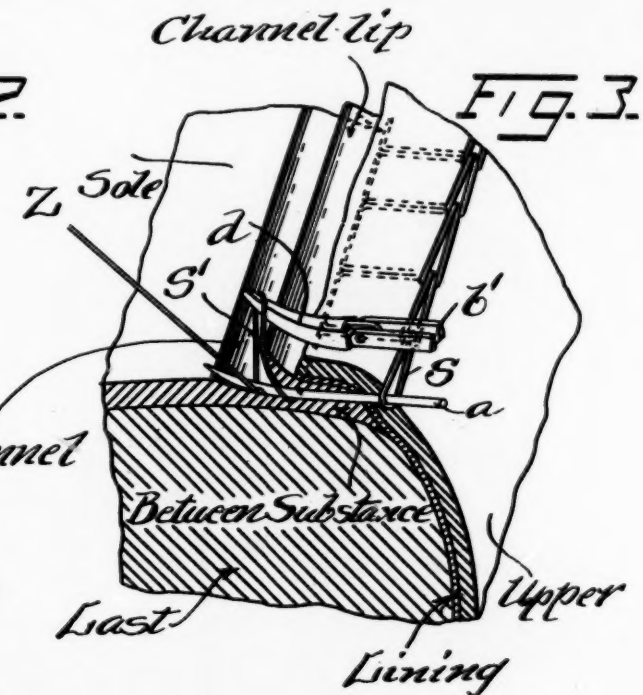
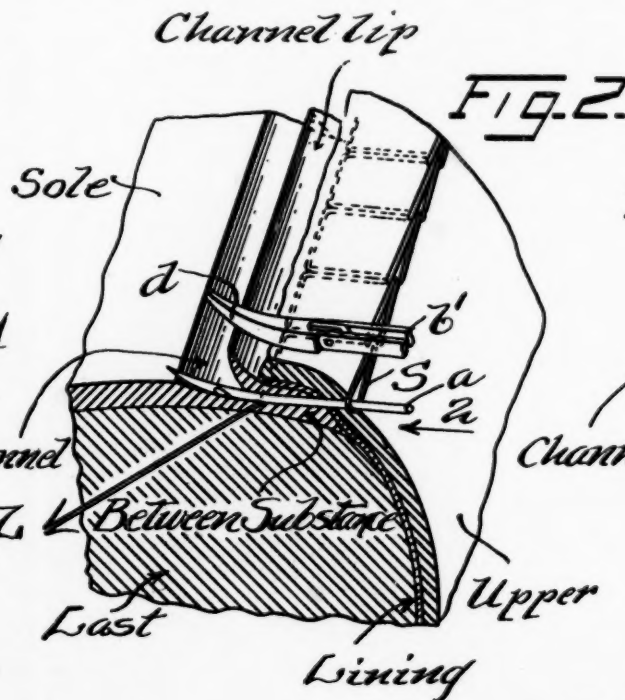
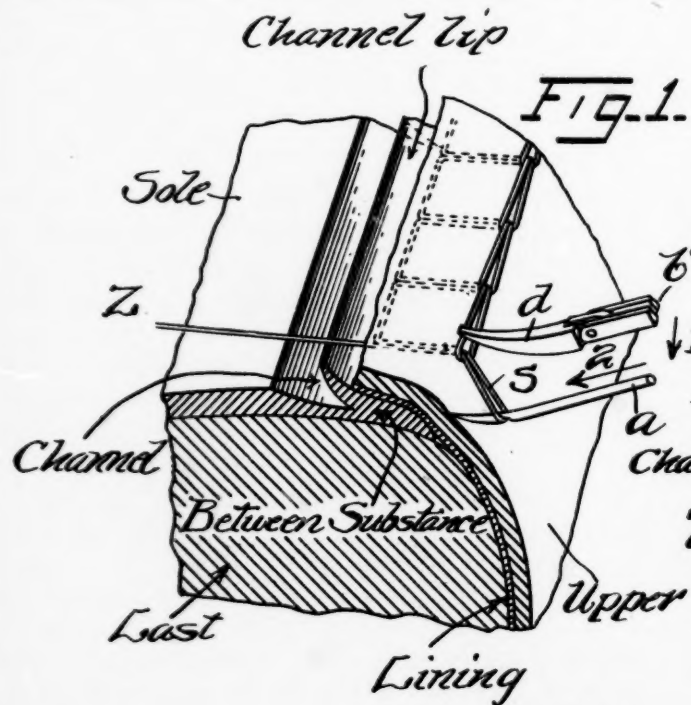
Arranged Alphabetically and Numerically.

1896.

CHASE LASTING MACHINE CO.,
No. 108 Summer Street,
BOSTON, MASS.

[MEMO. By direction of counsel this exhibit is not here printed,
as it is to be considered as a physical exhibit.]





U. S. District Court, Mass. Dist.
No. 301, Eq.

United States

V

United Shoe Machinery Co. et al.

Exhibit 263

Nov 17 1913

Special Examiner,

PLAINTIFF'S EXHIBIT 267.

[Put in Evidence, page 3511.]

Boston, Mass., November 26, 1910.

Mr. C. H. Willson, General Manager, United Shoe Machinery Company, Boston, Massachusetts.

Dear Sir:— In accordance with your instructions, we have made a thorough examination of all of the Plant shoe machinery. We have used as a basis the catalogue of the Wonder Worker Shoe Machinery, and have made our report to cover each machine as shown in this catalogue, and compared each one, as far as possible, with machines which we use in place of them.

We have had the help and cooperation of all the men in our Company that we thought could be of assistance to us, and have had the assistance of the men at the Plant Factory who were familiar with the machines and the reasons for making them as they did.

In addition to comparing each machine and advising in regard to each, we submit with this report four lists: one being a list of machines some of which we think it advisable to adopt exactly as they are now built, and others with such minor changes as lead us to consider them in the same class; another list comprising such machines as we would advise discarding altogether; the third list comprising various devices or attachments on the Plant machines which we think should be embodied in our commercial machines or worked into machines of improved design with which we are now experimenting, and the fourth list containing machines and devices that we think should be experimented with and tried out to determine if they have any value.

Yours truly,

B. F. MAYO.

GEO. E. WARREN.

GEW-FEM Enclosure.

MACHINES TO ADOPT.

Typewritten Page		Printed Page
4	Fair Stitch Welt Attachment	1400
45	Laster's Bench	1411
118	Heel Beader	1432
80	Channel Flap Layer	1422
115	Edge Trimmer Cutter Grinder	1431
108	Heel & Breast Knife Grinder	1429
11	Cloth Cement Pot & Drying Creel	1401
126	Shoe Dryer	1434
135	Shank and Forepart Burnisher	1437
132	Finisher and Brush Cleaner	1437
31	Insole Lip Wetter	1408
73	Channel Opener	1420
27	Innersole Flexor	1407
134	Heel Edge and Bottom Polisher	1437
147	Shoe Rack	1441
10	Outsole Flexor	1401
138	Stitch Indenter and Burnisher	1438
50	Welt Slasher and Groover	1412
71	Outsole Wetter	1420

MACHINES NOT TO ADOPT.

Typewritten Page		Printed Page
84	Heel Seat Nailer	1423
43	Turn Heel Laster	1411
99	Wire Grip Heel Slugger	1427
32	Staple Tacker	1408
102	Sole Clincher	1428
1	Clicking Press	1399
104	Heel Shaver	1428
106	Heel Breaster	1429
34	Pulling-Over Machine	1409
116	Heel Burnisher	1432
39	Side Laster	1410

46	McKay Toe Cutter	.	.	.	.	.	1411
95	Heel Loader	.	.	.	.	.	1426
7	Shank Piece Tacker	.	.	.	.	.	1401
47	McKay Sewer	.	.	.	.	.	1412
41	Toe and Heel Laster	.	.	.	.	.	1410
93	Toplift Compressor	.	.	.	.	.	1426
91-7	Heeling Machine	.	.	.	.	.	1425-27
87	Loose Nailer	.	.	.	.	.	1424
3	Sole Rounder	.	.	.	.	.	1400
112	Toplift Scallop	.	.	.	.	.	1430
114	Forepart Trimmer	.	.	.	.	.	1431
5	Outsole Marker	.	.	.	.	.	1400
59	Sole Layer	.	.	.	.	.	1415
58	Turn Shoe Trimmer	.	.	.	.	.	1415
57	Welt Beater	.	.	.	.	.	1415
123	Bottom Buffer	.	.	.	.	.	1433
9	Turn Shoe Moulder	.	.	.	.	.	1401
121	Edge Setter	.	.	.	.	.	1433
13	Innersole	.	.	.	.	.	1402
22	Lip Cutter	.	.	.	.	.	1407
23	Single Lip Channel Opener	.	.	.	.	.	1407
29	Double Lip Channel Opener	.	.	.	.	.	1408
26	Innersole Cloth Tucker	.	.	.	.	.	1407
139	Treeing Leg	.	.	.	.	.	1438
144-139	Treeing Machine	.	.	.	.	.	1440-38
51	Welter	.	.	.	.	.	1413
63	Outer Sole Channeler	.	.	.	.	.	1416
61-9	Rough Rounder	.	.	.	.	.	1416-20
75	Stitcher	.	.	.	.	.	1421
109	Heel Scourer	.	.	.	.	.	1429
136	Stitch Separator	.	.	.	.	.	1437
24	Lip Cutter & Marker	.	.	.	.	.	1407
127	Bottom Cleaner	.	.	.	.	.	1434

DEVICES TO ADOPT.

- 84 [1423] Heel Seat Nailer.
Driver Bar Adjustment.
- 32 [1408] Staple Tacker.
Principles of construction.
- 102 [1428] Sole Clincher.
Guard for three-nail slugging.
- 118 [1432] Heel Seat Bearer.
- 106 [1429] Heal Bearer.
Guide for the knife,
Lock for the jack,
Spreading heel piece,
Means for taking care of the chips,
Extra pressure on heel.
- 116 [1432] Heel Burnisher.
Blower and steam-heated box for Irons.
- 41 [1410] Toe and Heel Laster.
Toe Head and Pad for McKay work,
Spreading Hold-down,
Retarder for toe,
Claw Device for heel,
Hand Lever for pressure on wipers,
Coupling for Tacker Raceway.
- 75 [1421] Stitcher.
Bobbin Winder.
Rest for sole.
- 51 [1413] Welter.
Welt Holder and Cutter.
Welt Reel.
Stop Motion.
- 109 [1429] Heel Scourer.
Device to finish corner of heel breast.
Connect Belt Shifter with damper in dust pipes on all machines
with Blowers.

95 [1426] Heel Loader.

Awl Oiling Device.

91-97 [1425-1427] Heeler.

Guide for sole to determine swing.

Right and left movement in jack.

Spring to move jack.

Lock on jack.

Gluing Device for toplifts.

Gluing Device for heels.

Split Clamps for side of shoe.

Spring Finger to hold toplift.

MACHINES AND DEVICES TO EXPERIMENT WITH.

36 [1409] Hand Laster.

39 [1410] Side Laster.

Circular Moving Wiper.

95 [1426] Heeler.

Nail Loader, for collar nails.

112 [1430] Toplift Scallop.

Automatic Positioning Devices.

104 [1428] Heel Shaver.

Rubber Guard.

34 [1409] Pulling-Over Machine.

Right and Left Adjustment on Toe Pincers.

48 [1412] Tack Puller and Baster.

61-9 [1416-20] Rough Rounder.

83 [1423] Leveler.

136 [1437] Stitch Separator.

21 Insole Cloth Placer.

21 " Canvas Cutter.

89 [1425] Heel Seat Dinker.

61-7 [1416-19] Welt Marking Snippers.

CLICKING PRESS.

This machine has a treadle for starting the cutting arm. The

cutting arm automatically swings to the left after it has struck the die, and it has a hand wheel below the cutting block for adjusting same.

The treadle starting device is not as good or safe as ours, which is mounted on the cutting arm.

Our cutting arm automatically swings just clear of the die from any position over the cutting board. - This is better than the Plant machine, which swings so far that the operator has to stop it, which makes a pull on his left arm after each cutting operation. Our adjustment for the cutting block is above the cutting arm.

We advise not to build the Plant machine.

SOLE ROUNDER.

In this machine the pattern turns and the knife is stationary, the same as the Smith Rounder. Stripped stock cannot be rounded with it. It can be used only on blocked stock. It is not as good as the Planet Rounder.

We advise not to build it.

FAIR STITCH WELT ATTACHMENT.

This machine is for attaching McKay Welts to the sole and cutting them off. It is a good machine and we advise adopting it.

OUTSOLE MARKER.

This machine is for marking the outsole, so that the operator will know when to commence and end when skiving a shank. The machine also marks the size and width on the heel.

This machine is, of course, only adapted for use on welt work, when the sole is died out before laying.

The system used in nearly all the factories is to lay blocked stock and shape the sole on the Rough Rounder. When making shoes by this system, the machine would be of no value to us. Under these conditions the machine would be of no use to us at present. It might be of some value if the manufacturer were to make shoes without using the Rough Rounding System.

We understand that only one or two of these machines was ever built.

We would advise doing nothing with this machine at present.

SHANK PIECE TACKER.

This machine is used for tacking shanks to soles and other work on which the Boston Tacker and Innersole Tackers are used.

It is started by a foot that contacts with the upper surface of the work. This foot is moved up by a foot treadle, acting on a table below the work, which moves the table and work up. It has a very steep raceway and a simple and effective separator for forcing the tack that is to be driven, under the driver. These, with the exception of the angle of the raceway, have been embodied in our Innersole Tacker. The Innersole Tacker has also been improved by applying a rotary tack pot.

While the steep raceway seems to work very well on $\frac{1}{2}$ -oz. tacks, the consensus of opinion is that it will not work as well as long ones, owing to the point end of the tack being heavy enough to make the head bind in the raceway.

We do not advise building the Plant Shank Tacker.

TURN SHOE MOULDER.

This is exactly like the old type of machine used by us, and we would advise that it be discarded. We have a new type, shown above, which has some improvements.

OUTSOLE FLEXER.

This machine is for operating on the outsole to make it more flexible at the ball.

It differs from our machine in so much as it does not operate on the toe or shank portion of the sole. This is a good feature, and we would advise the adoption of this machine in place of ours.

THE CLOTH CEMENT POT & DRYING CREEL.

These devices are for cementing the canvas and exposing it to the air so that it will become nearly dry before using.

We think this would be a handy device to use whenever a manufacturer wishes to cement his own canvas, but the tendency lately among manufacturers has been to abandon this system and use the

coated canvas; so that now there is a very limited demand for a device of this kind.

We would recommend that this device be adapted to use with wide canvas, which is used for the Gem Insole, and furnished to the manufacturer whenever desired.

PLANT INNERSOLE.

This sole as shown by the cut has an inside channel cut similar to the channel on all leather innersoles. A piece of canvas slit at the forepart and heel is then forced into this channel, the canvas being trimmed off after it is placed so that it will be even with the top of the channel flap. The canvas extends way across the sole at the shank. The outer edge, or feather, of the sole is trimmed away so that it will be thin at the edge and thicker where the welt and upper are stitched to it.

While this sole has one commendable feature we are firmly of the opinion that it is not so good a commercial article as either the "Gem" or the "Economy" insole. We found the average number of soles to the inch being used to make this sole was eleven. This is a good thickness of sole, and we use very many soles in both the Gem and Economy systems which are much thinner, but even with this weight of sole, which we found in use, the depth of cut necessary when channeling, to give the proper amount of between-substance for sewing, made the sole weak at the root of the channel, so that the inside of the finished shoe had a hollow or gutter all around the shoe, directly over the channel. This is a bad feature and one that the manufacturers are continually trying to guard against, it being a sign of good shoemaking to have a smooth inner-sole in the finished shoe.

We also criticise the Plant innersole because, there being no up-turned lip on the outer edge of the sole, there is no backing for the welt when sewed on. Without this backing the welt can be pried away from the sole, and the seam will not be as tight as when a sole is used with a lip turned up as a backing for the welt. This has been demonstrated many times in an all-leather innersole. Leather innersoles were made for a long time with a shoulder edge instead

of cutting a lip and turning it up, but it was never as successful as the sole with a turned up lip; simply for the reason that the turned up lip gave it a defined shoulder to sew to and a backing for the welt.

We feel certain that these two features—the depth of the cut necessary for the channel, and the absence of the turned up lip on the outer edge—would condemn this innersole as a commercial proposition.

The commendable feature which the sole has is the angle of the channel to the bottom of the sole. This is more like the angle of the channel in the all-leather insole and gives the operator on the Welt Machine a better hold or support for the channel guide. In this respect it would be superior to both the Gem and the Economy Innersole, as in both of these soles the angle of the sewing lip or channel is about at right angles with the bottom of the innersole.

The Gem Insole which has the lip turned up from the outside has the defect that the inside of the sole where the needle comes through is higher than the outside of the sole where the needle enters. This has a tendency to cause the welt operator to sew high on the outside, or make the needle dig on the inside.

The Gem Insole has the advantage that the inside of the shoe is perfectly smooth, even when using a thin sole, owing to the fact that there is no inside channel to weaken the sole.

The Economy innersole we believe to be a better insole than the so-called "Plant" innersole. In the Economy insole it is not necessary to cut the channel as deep as on the Plant, since we turn up from both sides and it gives us the additional advantage of having a defined shoulder to sew to, and a backing for the welt. We believe that an innersole made by the Economy system is the best innersole that we know of.

COST.

We find on investigation at the Plant factory that the innersole in use there costs more than the Economy insole owing to the extra operations necessary in its manufacture, and the high cost of canvas.

Below are given the detailed cost prices—assuming that the cost

of the leather, the dieing-out, marking and many other operations up to the time of channeling, are the same in both cases. The figures below are the prices for 100 pairs :—

Plant Innersole.		Economy Innersole.	
Channeling,	\$.250	Channeling & Turning	\$.250
Wetting	.023	Wetting	.023
Lip Turning	.040	Putting on canvas	.085
Putting on Canvas	.100	Reinforcing	.140
Forming	.350		
Tucking	.040		
Randing	.120		
Cementing canvas	.032		
Cutting	.050		
Canvas & Cement	1.260	Canvas (Coated)	\$1.5000
	<hr/>		<hr/>
	\$2.265		\$1.998

We have not taken into account the fact that there is $\frac{1}{2}$ c. per pair royalty charged the manufacturer when using the Economy Insole, as we assume that there would be a similar charge if the Plant innersole was used.

The Plant innersole, by the above figures, costs \$.267 per hundred more than the Economy Insole. While the canvas used on the Plant innersole is only half as wide as that used on the Economy innersole, you will see by the above figures that it costs more than half as much as the Economy Canvas. This is owing to the fact that it costs a great deal more to use canvas coated in the factory with rubber cement than it does to use the prepared canvas.

We believe that the sole and canvas both coated with cement — as is done in the Plant factory — makes a better innersole, as the canvas and cement are more firmly united than by the process of using a coated canvas. They inform us at the Plant factory that the coated canvas had not been used successfully by them.

We admit that it is more difficult to apply the coated split canvas to the sole and make it stick than it would be to cement the sole and canvas and then put it on, but we think it could be done suc-

cessfully, and, if so, the relative price of the Plant and Economy Innersoles would be as follows : —

Plant Innersole.		Economy Innersole.	
Channeling	\$.250	Channeling & Turning	\$.250
Wetting	.023	Wetting	.023
Lip Turning	.040	Putting on canvas	.085
Putting on canvas	.100	Reinforcing	.140
Forming	.350		
Tucking	.040		
Randing	.120		
Cementing canvas	.032		
Cutting	.050		
Canvas and Cement	.750	Canvas (coated)	1.500
	<hr/>		<hr/>
	\$1.755		\$1.998

This shows a saving of .243 per hundred pairs in using the Plant Insole with a coated canvas, over the Economy Insole; but, owing to the defects which we think the Plant Insole has, we believe it would be better to make an Economy Insole with the Plant canvas coated. In this way we would use all the Economy machinery and, with that system, the Plant Insole Cloth Placer.

In addition to this we would have to provide some way for the operator on the Insole Cloth Placer to heat the coated canvas before placing it on the sole as it is necessary to apply this coated canvas hot. If we could do this it would show us some saving over the Economy Insole.

The Economy Insole would then cost us as follows :

Channeling and Turning	\$.250
Wetting	.023
Splitting Canvas	.050
Putting on and Forming Canvas	.400
Reinforcing & Trimming	.140
Canvas Coated	.750
	<hr/>
total	1.613

The different soles would then cost us as follows:

Plant Insole—Cement Canvas	\$2.265
Plant Insole—Coated Canvas	1.755
Economy Insole—Coated Canvas	1.998
Economy Insole—Narrow Canvas Coated	1.613

This shows that the Plant Insole, as it is, costs .267 more than the Economy; the Plant Insole with coated canvas .243 less than the Economy. The Economy Insole with narrow canvas .385 less than the Economy Insole with wide canvas.

We do not feel sure that the slit canvas, as used in the Plant Insole, gives as strong a sole, and will stay in place as well, as the canvas that goes completely across the sole; but we have no doubt it could be used successfully on a great many soles and will satisfy some manufacturers.

We might not be able to make all of the saving as shown above, owing to the fact that it might be necessary to staple the soles to the last in a little firmer manner when using the split canvas than when using a whole piece, as with the split canvas there is not the support in the sewing that there is with the canvas going all the way across where one side helps the other.

In the Plant factory they stapled the soles to the last much more firmly than the manufacturers who use either the Gem or the Economy, and while we have had no opportunity to find out whether this is absolutely necessary we consider it a good thing to do.

In view of the fact that the figures show a saving of about \$.385 per hundred pairs when using the Plant coated canvas on the Economy Insole, we would advise making a trial of the narrow canvas in connection with the Economy Insole method, and using the Insole Cloth Placer and the Canvas Cutter with our Economy machinery.

We show below a cut of the Plant Insole Cloth Placer.

The following machines used in making the Plant Innersole we can find no use for, and recommend that they be discarded, unless

it is found desirable to make the Plant Innersole exactly as it is made now.

LIP CUTTER.

This machine is used for cutting the sole so that the channel can be turned up.

SINGLE LIP CHANNEL OPENER & EDGE COMPRESSOR.

This machine is used for turning up the channel flap, and is supposed to compress the edge of the leather, but we are unable to find that it does any compressing.

INNERSOLE LIP CUTTER & MARKER.

This machine is for marking the size and width, and cuts off the surplus length at the heel of the sole, and also cuts the heel end of the channel lip at exactly the right point. We have made several machines to do this work, but could not use them on account of patents which we do not own, and we believe the same objections would hold true with this machine. If the patent situation is clear, perhaps this machine could be used to better advantage than the ones we have designed, but it would require further consideration to determine which machine to use.

INNERSOLE CLOTH TUCKER & LIP TRIMMER.

This machine is for pushing the canvas into the channel on the insole and trimming off the surplus canvas. We would have no use for this unless we adopted the Plant Innersole.

INNERSOLE FLEXOR.

This machine cuts into the surface of the innersole forepart, between the channel lips, so that each cut overlaps the next preceding cut, the cuts being carried to the channel lips in every case, no matter what size the sole is. That is done automatically, and we think this method of slashing is superior to the method used by us on the Gem Innersole. We have not had occasion yet to flex any innersoles made by the Economy process. We would recommend the use of this Insole Flexor in place of the Goodyear Insole Flexor.

DOUBLE LIP CHANNEL OPENER.

This machine is for operating on an all-leather inner sole, and turns up both the outside lip and the inside channel. It has not been the practice of manufacturers to turn up the channel on an all-leather inner sole, and most of the operators prefer not to have it turned up, letting the channel guide turn it up as they feed the shoe along. As this machine is arranged, the outside lip is turned up only at right angles with the sole. We do more than this in our Lip Turner, turning the lip down on the sole. With the Plant machine, where the lip is only turned up at right angles to the sole, there is a tendency for it to fall back again, and, during the lasting operation, the lip may be turned down under the upper. This makes a difficult shoe to sew the welt on to. We do not see how this machine would be of any value to us.

PLANT INSOLE LIP WETTER.

We would recommend using this machine in place of the one which we are now using for the Economy Insole, as shown by the cuts above. This is a more simple machine, will do the work as well, and costs less to manufacture than our own.

STAPLE TACKER.

This machine is different from our machines in principle and design; is much simpler and is better than either the Model B or C. But there are some parts, such as badly designed levers, driver bar in two parts, short bearings, etc., that should be redesigned.

We are now putting out a Model D Machine which is better than the Model B or C, but more complicated than the Plant Tacker.

As the Staple Machine is superseding to a large extent the Taper Nail Tacker for laying McKay soles; the Cable Tacker for tacking rands and shanks; the String Nail Tacker for tacking rands, cobbling toes on McKay work and nailing toes on women's McKay work, and the Grip Tacker for slip taps, tacking heel seats, spring heels, nailing taps and tacking rands, we advise building a simple Staple Machine, like the Plant machine, which has good principles. Embodying these principles in it, and constructing it on the gene-

ral plan of the Plant machine with this difference:— The wire-cutting mechanism will move for changing the length of the staple and the driver and wire-feeding mechanism will remain stationary, which will make it simpler than the Plant machine.

We do not advise building the Plant machine as it is.

PULLING-OVER MACHINE.

The shoe is inserted in the machine in a reverse position to ours, which makes it harder to place the upper in the pincers. The pincers wipe the upper over the innersole and hold it until the tacks are drawn. This is a good feature if the uppers are large enough, but if they are small, which is often the case, it is impractical. It has a tip measuring device which is moved into place automatically. A tip measure has been applied to our machine.

There is a right and left adjustment on the Plant machine that allows the toe pincers to always pull at the centre of the toe. This is a good feature and has already been applied to our Pulling-Over and Toe Lasting Machines.

We advise putting it on our Pulling-Over Machine if it can be done.

The Plant machine is experimental and has never been finished. We advise not to build it.

HAND LASTER.

This is a jack which is turned by a foot-treadle to present either side of the shoe to the operator in a position most convenient to work on. It has a universal joint which allows the jack to be set at any angle, and is equipped with a pneumatic hand tacker.

The jack which turns by a foot treadle is necessary where the pneumatic tacker is used, because the operator holds his pincers in one hand and the tacker in the other. It is used to last the sides of shoes before the toe and heel have been lasted in a bed machine.

Side lasting costs Plant from \$1.50 to \$1.85 per 100 pairs on his Hand Laster. This work is done in Lynn by hand for \$1.50 to \$2.50 and on the Consolidated Hand Method Machine for \$1.25. In Brockton, the union price is \$1.50 by hand and \$1.00 on the Consolidated Hand Method.

Plant.	Lynn. By Hand.	Brockton. By Hand.
Per 100 pairs	Per 100 pairs	Per 100 pairs
\$1.50 to \$1.85	\$1.50 to \$2.50	\$1.50
	H. M. Machine	H. M. Machine
	\$1.25	\$1.00

The Consolidated Hand Method Machine will do good work, lasting sides of shoes, especially on women's. The sides of heavy men's shoes have not been successfully lasted on this machine, compared with hand work. In Brockton, practically all the manufacturers are paying \$1.50 per 100 pairs for hand side lasting as against \$1.00 by the Consolidated Hand Method Machine. This is because they get better work and a hand-pulled shank. The Consolidated Hand Method will do light shoes and is much cheaper than hand work, but we have no machine to last sides on heavy work that can compete with hand lasting.

This operation on shoes should be covered by a machine and, as the Plant Machine is a hand-pulling and a machine tack-driving proposition, we advise putting some of these machines in shoe factories and developing them to take the place of hand lasting, which is almost universal. One hundred and seventy-nine Consolidated Hand Method Machines are now being used for lasting sides in this country.

SIDE LASTER.

This is practically the old straight-draw Consolidated Laster with the wiper movement in the arc of a circle, and a separate pincer attachment, which is closed by a foot treadle, for pulling over the shanks and sides.

We advise not to build it.

The pincer attachment operated by foot we already have.

We advise trying out the circular movable wiper on the Consolidated Hand Method.

TOE AND HEEL LASTER.

This machine is the Ideal Laster with the following additional features:

The toe wire is inserted under the wipers and fastened to a pin before the shoe is put in the machine.

Wipers that can be used either for right or left by turning them over.

A hold-down for the shoe, that spreads to fit all sizes of inner-soles.

A retarder for the toe, that pulls at the side and not at the end of the toe. In combination with the wipers, this retarder forms pincers which exert an inward pull when the wipers are moved to wipe over the toe.

A claw device at the heel which engages the upper and moves with the heel wipers to help pull the upper over the last, and

A hand lever in combination with the treadle to apply pressure to the wipers.

The coupling for the tacker raceway is good, inasmuch as it does not spill tacks.

We advise not to build this machine, as it is not so heavy as the #5 Laster and it is not strong enough for men's heavy work. The toe-wiring device is already on the #5 Laster.

We advise fitting the #5 Laster with the Plant toe head and pad, for McKay work; the spreading hold-down; the retarder for the toe; the claw device for pulling in the heel; the hand lever for putting pressure on the wipers; the coupling for the tacker raceway, and the separator in the hand tacker.

TURN HEEL LASTER.

This is the Ideal Lasting Machine and is used for lasting the heel seats of turn shoes. It has the toe head taken off, and has a hold-down for holding back the outersole while the heel seat is being lasted by hand, which is now on the #5 Laster and can be put on the Ideal, and by taking the toe head off, the Ideal will have the same thing Plant has.

We advise not to build the Plant machine.

LASTER'S BENCH.

We advise building this, with modifications to meet the requirements of the various systems used.

McKAY TOE CUTTER.

This machine is an emery wheel with a rest. It is used for

grinding off the uppers on McKay toes. The toe cutting device is practically the same as ours.

We advise not to build it.

McKAY SEWER.

This machine has the regular McKay head, the Stanley Horn, a new column and base and the Plant stop motion.

We advise not to build it in view of the Richardson and Model "B" Machines.

TACK PULLER AND BASTER.

This is a machine for pulling the tacks in a lasted shoe and basting the upper to the sole wherever the operator desires.

The basting mechanism is the ordinary chainstitch method, similar to that used in the "Seaver" process. The shoe is presented to the machine and one stitch taken at a time, wherever the operator desires. The shoe is then pushed along and another stitch taken.

The tack pulling arrangement is such that, whenever the operator desires, he can put his foot on a treadle and pull one tack. It requires a treadle operation for every tack.

This is not a commercial machine and has not been used to any extent at the Plant factory, and we could not see it in operation. It was not claimed to be a finished machine, but in the experimental stage; and we would advise that the machine be developed further to find out whether or not it has any value.

WELT SLASHER AND GROOVER.

This machine grooves and bevels the welt and slashes it its entire length with the cuts about $\frac{1}{4}$ " apart; also winds it on a reel in a condition to be placed in the welter.

We believe this to be a good machine, and would advise its adoption.

Probably a great many manufacturers would not think it advisable to slash the welt its entire length, but in this case the slashing knife could be removed.

PLANT WELTER.

This machine is similar to the Goodyear Welt and Turn Machine in regard to the stitch handling devices.

It differs from the old machine in a feeding welt guide and the addition of a back gauge which is necessitated by the feeding welt guide.

The machine, as far as quality of work goes, should do as good work as the old Goodyear Welt and Turn Machine, but we think it is inferior to either our Model G or Model K Welters.

The mechanisms of this machine are light, and not as well designed and constructed as the mechanisms of our two new welters; but there are several important additions to this machine which make it very valuable to the manufacturer, and, while we are of the opinion that the Plant Welter as it stands should not be adopted in place of our new welters, we believe that these important devices referred to should be incorporated in our latest machine.

The new devices are as follows: —

A Welt and Thread Holding and Cutting Device.

By this device the operator, after he has finished welting the shoe, pulls the shoe toward his left hand and presses the foot treadle, thereby cutting off the thread and welt, and holding the welt and thread in position to take the first stitch in the next shoe. This operation makes a considerable saving in time to the operator, and is much neater, owing to the fact that the operator does not handle the waxed thread. It also saves welting as the operator always starts with the same amount of welting through the welt guide. In our old type of machine the operator has a varying amount of welting through the welt guide and more than is necessary for the shoe in order to hold the end with the fingers while taking first stitch. Our later machines have a welt-holding device that obviates this difficulty, if the operator will use it.

The Welt Receptacle is another convenient device for holding the roll of welting so that it remains in temper while the operator is using it.

Another important device is the Stop Motion which stops the

machine in such a position that when the machine is reversed automatically, the loop of thread which is on the needle is released from the barb.

This is very important as in the methods now in use on all of our machines the operator stops and reverses the machine by hand in order to throw the loop from the barb on the needle.

This stop motion has the disadvantage that the machine is not capable of running at any speed but the maximum. While this appeared to be running very successfully at the Plant factory, we know that in a great many places it would be necessary to run the machine slower on some parts of the shoe than on others.

We find that considerable trouble was experienced with this stop motion when first put on the machine, owing to the breakage of various parts, but we find that now, at a speed of about 400 revolutions per minute, the machine is working very well, although the jar to the mechanisms of the machine must be quite severe, and we should think that the machine would need repairs in a comparatively short time, owing to the wear and tear on the parts caused by the stop motion.

We believe that we should have a stop motion on our latest machines, and we have several inventors now working on the problem, which appears to be no easy one.

Meantime, we are having the Plant stopping device applied to a Model G Welter to see what the results are.

This welter has one other feature which worked very well, but which we have no occasion to use. We refer to the wax pot which is of the old type, but has the addition of a stirring paddle to keep the wax in motion so that it will not boil over. With our modern types of wax pots this would be of no use, and we would not recommend its adoption.

The ball of thread on this machine is mounted on a reel so that the ball revolves when the thread is pulled off.

This is likely to jerk the ball ahead and tangle or kink the thread, and we consider the method of holding the ball stationary in a suitable holder on the machine or bench much better.

In conclusion, we would not advise adopting the Plant Welter,

but we would advise the adoption of the Plant Welt and Thread Holding and Cutting Device, the Welt Measurer and the Welt Receptacle, and apply them to our latest welters in such forms as will fit the design of our machines.

We do not advise using the stop motion as it is, but advise using a stop motion on our machine that will overcome the objections to the Plant device as stated above.

WELT BEATER.

This machine is like several of the older types of welt beaters which have been discarded by us, and we think that our latest type of welt beater, which has the slashing attachment, is far superior to this machine; and we would advise that the Plant Welt Beater be discarded.

TURN SHOE TRIMMER.

The head of this machine is exactly like the one now used by us, with the exception that it is provided with a belt shifter. The machine is mounted on a column, which has some advantage.

We would not advise its adoption as we are making an improved type to take the place of the one now in use.

SOLE LAYER.

This machine operates under the principle of a combination of direct pressure and rolling.

The work done on this machine is very satisfactory, but we do not think it is any better than the work done on our Improved Sole Layer, and the capacity of the machine is only about 50% of the capacity of our Improved Sole Layer.

On account of the cost of moulds to do the different styles of shoes, the wear and tear that would come on such a machine as this, and the liability of breaking lasts, we do not think such a machine would be as good commercially as the one we now use, and we do not think it would work as well on block stock as it does on soles which are died out to size.

We would not advise its adoption.

ROUGH ROUNDING SYSTEM.

At the Plant factory we find that the outer soles for their welt shoes are died out in the Sole Leather Room to the exact shape of the sole desired on the finished shoe, the sole being $\frac{1}{32}$ " larger all-round than the size when the shoe is finished. After the welt has been sewed, the inseam trimmed, and the welt beaten out, the shoe is taken to the Welt Nicking Machine, which makes three cuts in the welt; one at the toe of the shoe, and two on the inside ball. These marks are made a certain distance from the edge of the last, indicating the distance required for the edge of the sole on the finished shoe. This machine has an adjusting dial to make the cuts different distances from the edge of the last, depending upon the amount of extension desired for any particular style. The operator adjusts this according to a chart which is furnished him.

The shoe now goes to the Sole Layer and the died-out sole is placed on the shoe, the edge of the sole at the toe and inside ball on a line with these cuts made in the welt. This is for placing the sole on the shoe in its proper position.

After the sole is laid, the shoe goes to the Welt Beater, so that the welt will be stuck to the sole all the way around. There is now some surplus welt extending beyond the died-out sole and the next operation is to trim off this surplus welt on a Forepart Trimmer, using the outer sole as a guide.

For correcting any errors there may be in the sole laying, or if there is any other reason that the sole does not show the proper shape when on the shoe, it is trimmed or shaped on a Forepart Trimmer until the desired shape is obtained.

The shoe then goes to the Outsole Channeling Machine, which cuts the channel in the outersole, using the outside edge of the sole as a guide.

The shoe is then taken to the Channel Opener and then to the Stitcher.

Under the Rough Rounding System (used in nearly all the factories) the stock is not died out to size in the Sole Leather Room,

but comes to the Sole Layer either as blocked stock or died-out soles larger than the sole will be when finished.

After the sole is laid, the shoe goes to the Rough Rounder & Channeler directly, the shape of the outer sole being determined by this operation by the operator using patterns or cams on the machine to obtain the desired shape.

The shoe is then ready to go to the Channel Opener, and from there to the stitcher.

The cost of doing the operations referred to above is as follows :

Nicking the welts . . . . .	.12	per	hundred	pair.
Beating " " . . . . .	.10	"	"	"
Trimming " " . . . . .	.17	"	"	"
Shaping	1.15	"	"	"
Channeling . . . . .	.30	"	"	"
<hr/>				
Total	1.84			

The average price for doing the same grade of work by Rough Rounding—which covers all the above operations—is .75 per hundred paire. This shows a saving (by the Rough Rounding System) of \$1.09 per hundred pairs. To this should be added some saving in the sole laying, because an operator can lay more soles where the shoes are to be rough rounded afterwards than he can if the sole is the exact size before laying, as some care must be taken to lay this died-out sole accurately; also to this should be added something for dieing out or rounding out the outsole. It was impossible for us to find out just how much to add for these two operations, but, from the best information that we could obtain, it would surely bring the total cost of the labor \$1.50 per hundred pairs more by the Plant process than by the Rough Rounding process.

At the Plant Factory, the claim is made that this additional labor cost is offset by the saving in leather. Theoretically, there would be some saving in the leather, as, undoubtedly, more soles could be died out of a certain number of feet of sole leather if they were died the finished size than could be obtained if they were died out large enough to allow the same to be trimmed off by the Rough

Rounding process; but if the manufacturer cuts his own soles from the sides he will have a lot of leather that he cannot use to advantage. This would quite likely bring the cost of the soles up to the price he would have to pay for blocked soles. On the other hand, if he buys blocked stock and is making a large quantity of shoes, it would be impossible for him to find, at all times, the right sizes. In other words, when he attempts to die his soles from the blocked stock there would be almost as much waste as there would be in using the Rough Rounding System. It would require constant supervision and inspection in the Sole Leather Room in order to save this leather when using the blocked stock.

While watching them die-out soles from the blocked stock we noticed, a great many times, as much waste of leather as there would be in rough rounding, and we do not believe that even at the Plant Factory — where the system and conditions are as perfect as at any factory that we know of — any substantial saving in leather is made; that is to say, not enough saving to off-set the increase in the labor cost. If it could be proved that there was a saving at the Plant Factory, we do not believe that there are many manufacturers that would establish a system good enough to find out whether or not there was an actual saving.

The system used at the Plant Factory was the only way that the manufacturer had to make the welted shoe before the Rough Rounding System came into use. There is no question but that a good shoe can be made by this process, and we noticed at the Plant factory very uniform shapes on the bottom. In fact, with a good man to shape the sole, it is impossible to make a shoe in a more perfect manner, but owing to the fact that men's shoes vary so much from one another — even the same size and style of last — the manufacturer found out long ago that it was necessary to make quite an allowance in dieing-out the sole so that the sole would be large enough for these differences in sizes of the shoes, and this extra leather that was necessary and the extra labor were incentives for the manufacturer to gladly change to the Rough Rounding System.

It requires an expert operator to make shoes by the Rough

Rounding System, but manufacturers are now obtaining good results when using the Rough Rounder, and we do not believe that many of them would be willing to go back to the method used before this system came into use, on account of the extra cost in labor, the additional space required in the factory and the additional handlings of the shoe.

The machines used in the Plant factory for this work show no advantages over the machines that were used before the Rough Rounding System was introduced, with the following exception:—

The machine referred to is the Welt Nicking Machine. We think this is a valuable machine when using the Plant process, and might be of some value when using the Rough Rounding process, which we will explain later.

His Channeling Machine is a well-designed machine for doing this work, but we could not see that it would do any better work than the old Arnold Channeler, which was always used before the Rough Rounder was introduced. It is a power machine, and if such a system were to be used for making shoes, we would recommend the use of this Channeler, as it is better than anything that we have.

The Welt Nicking Machine, referred to above, we think might be used to some advantage in connection with our Sole Layer, as even when using blocked stock, and the stock is small, the operator is undecided just how to place the sole on the shoe.

If the welt were nicked, there would be well-defined marks on the toe and one side of the shoe to guide the operator in laying the sole, and it would probably increase the production of our Sole Layer.

We would advise trying this machine in connection with our Improved Sole Layer.

The system, as a whole, to be used in place of the Rough-Rounder, we would not favor as we do not believe that there is enough difference in the quality of the work obtained to offset the additional cost when using the Plant system.

We do not advise using any of the machines which he uses for

this work with the exception of the Nicking Machine, which we advise trying with our system.

PLANT ROUGH ROUNDER.

This machine is still in the experimental stage, and, while a few shoes have been rounded on it, it was not considered to be a commercial machine.

It was not used very much at the Plant factory owing to the fact that, under the system of shoemaking employed in that factory, they had no use for the Rough Rounder.

There was only one machine made and this has been sent to the Beverly factory. We are having it examined by inventors and designers of our type of Rough Rounder to see if there are any features in this machine we wish to incorporate in ours.

OUTSOLE WETTER.

This machine is for wetting the bottoms of shoes before the channel flap is turned up. The design of the rest or shelf for the shoe is good, and the tank for keeping the water at a fixed height is an advantage. The machine performs the same work as that done on our Outsole Wetter, but is neater in design.

Our machine has the advantage that we use a brass shaft so that the water will not become discolored by rust, and the inside of the tank portion of the machine we cover with porcelain for the same purpose. We would advise the adoption of this machine, using our brass shaft and lining the inside with porcelain.

CHANNEL OPENER.

This machine is for opening the channels of the outsole, preparatory to stitching.

The machine is better designed than ours, and is provided with tight and loose pulleys and belt shifter.

We are making an improved machine with a tool spindle so arranged that we can use two different shaped tools on the same spindle.

This is an advantage on some kinds of work, but we do not think it will become universal.

We would advise using the Plant machine whenever the ordinary type of machine is needed, the same as we have supplied to the manufacturers so far.

The Plant machine can, of course, be fitted to use either our form of tools or the form used on the Plant machine.

PLANT STITCHER.

The Plant Stitcher is identical with the Goodyear Rapid Stitcher in regard to its thread handling devices, with the following exception.

The oscillation of the shuttle is so timed that during the taking up of the thread there is no slack shuttle thread; but we do not consider this of any great advantage as we have not noticed that the Rapid Stitcher was defective in its thread handling on this account. We cannot see that it is harmful in any way. Our new stitcher is the same as the Plant machine in this respect, and while we were obliged to do this we have not found it harmful.

The fudge knife arrangement was somewhat different from the one on the Rapid Stitcher, having a feeding movement like the awl, so that the welt is cut while the awl is making its return feed.

In the Rapid Stitcher the fudge knife does not feed, the knife is held stationary and the shoe is fed against the knife.

Both of these methods work very well; they have both been used by us, and we are of the opinion that the feeding fudge knife which we now use on our new stitcher is a little better than the one in use on the old stitcher; so that in this respect we think the Plant Stitcher is better than the old stitcher; but is the same as the new stitcher.

This machine is equipped with the same stop motion as the welter, and all the good features and criticisms would apply to the device used on the stitcher as when used on the welter; and the experiments which we are performing with the stop motion would apply equally as well to the stitcher as to the welter.

The machine is also equipped with a support that rests on the bottom of the sole while the shoe is being operated upon so that the operator cannot tip the shoe more than a certain angle, fixed by

this stop. We do not think this would be of any use to an operator with much experience on the machine, but for teaching new operators we believe this might be of some assistance, and we would recommend that we try a device of this kind on the new stitcher.

There is also a Bobbin Winder attached to every stitcher. This is a well-known type, that has been used many times, whereby the operator places the bobbin upon the winder spindle, starts the thread on it, and gives it no further attention, the winder stopping automatically when the bobbin is full. By this system the operator has two bobbins only in the machine, one on the bobbin winder and one in the machine. When the bobbin in the machine is emptied he removes it, takes the full one from the winder, places it in the machine and places the empty one on the winder and leaves the winder in operation while he goes on with the stitching.

We believe this to be a good device in factories where there are a few machines; but in factories where there are more than six or eight machines, we believe that a separate bobbin winder used in common by all the machines, and quite often operated by a boy, will show some saving to the manufacturer.

We have adapted a bobbin winder to a Rapid Stitcher many times where only one or more machines were to be used, but believe the Plant design is better than any we have made and would advise that we adopt the Plant Bobbin Winder adapted to the new stitcher, to be put out whenever occasion requires.

The Plant Stitcher was not provided with any Baltimore Edge Attachment. This was probably not put on this machine on account of the patent situation, but it is very essential for a stitcher, and is universally used on all of our machines.

In conclusion, we would not advise the adoption of the Plant Stitcher as a whole, but would apply the sole support and bobbin winder to our new stitcher.

CHANNEL FLAP LAYER.

This machine is for laying the channel flap after the shoe has been stitched.

The machine is supplied with a double roll, one running in the

reverse direction from the other, so that when the sole of the shoe is applied to the roll the flap on both edges of the shoe is turned down and outward. It also has a flange at the outer end of each roll to protect the edge.

This machine is superior to our single roll machine, and we would advise its adoption.

PLANT LEVELER.

This machine is for leveling the bottoms of welt shoes, and performs the same work as our Goodyear Automatic Leveling Machine.

This machine is a combination of two systems of leveling; that is, the direct or form principle and the rolling system.

The work done on this machine at the Plant factory is very satisfactory, but it seems to be almost impossible for us to form any opinion as to its value on men's work.

Of all the machines which we examined, this was the most difficult one to make a satisfactory decision on.

The only thing we can say is that we do not know whether this machine, or the principle upon which it is made, should be adopted, but we advise that several of them be tried on various kinds of work so that we can see the results before passing any opinion.

HEEL SEAT NAILER.

This machine is a copy of our Grip Clinch Machine with the following changes:

- A back and forward adjustment on the awl bar.

- A forward and back and sidewise adjustment on the driver bar.

- A gear guard.

- A shoe feeding device of different design, and a clutch mechanism for starting and stopping the machine.

The adjustment on the driving bar is an improvement but it will require considerable change in the construction of our machine if we adopt it. The other changes do not seem necessary.

The Metallic Department advise us that "it is our policy to try to influence a manufacturer, when ordering a Grip Clinch Machine, to substitute the Loose Nailer, but if he still insists we have always accepted the order. Our records show that our orders for this

machine are steadily decreasing. There is no work being done to-day on the Grip Clinch that could not be done on the Loose Nailer, and with just as satisfactory results, but some Lynn manufacturers have always nailed heel seats on the Grip Clinch Machine and feel that they must always do so.

One hundred and eighty Grip Clinch Machines out, domestic, up to September 1, 1910. Twenty machines shipped in 1909, and only seven so far, Oct., 1910.

Grip Clinch Machines used abroad are greatly changed and remodeled from our type and only used for heel building purposes."

We do not advise building the Plant Heel Seat Nailer and do not advise applying the changes to our machine on account of the expense of building over parts of same. Our Mr. F. D. Locke has submitted a very simple and inexpensive forward-and-back and sidewise adjustment for the driver bar, which was suggested by the Plant machine. It also contains a better means for holding the driver.

We advise adopting this and putting it on all machines as it does not change the construction of the machine. The only parts that are changed are a stud and the driver bar. The driver bar is continually wearing out.

LOOSE NAILER.

This machine is used for nailing heel seats and for other work where our New Loose Nailer is used. The head of the machine is similar to our New Loose Nailer.

The horn release has a final release to make room for putting on and taking the work off the horn. Speed of machine the same as ours, 350 revolutions per minute. The head is so constructed that a 7½-8 nail cannot be used. The horn release will not release every time to allow for the feeding of the work, and the mechanism is more complicated than our Loose Nailer #2 (Loose Nailer #2 is our latest type, double or single raceway machine).

We advise not to build it, in view of Loose Nailer #2.

HEEL SEAT DINKER.

This machine is used for cutting off the surplus stock around the heel seat of the outersole.

The knife in this machine consists of a thin blade which automatically closes about the shoe at the heel seat and a wooden block descending cuts off all the unnecessary leather around the heel seat.

The operator takes a shoe in each hand, thereby doing two shoes at once.

There are four cutters used, giving two sizes for the large and small sized shoes. We have a machine provided with only one cutter, which acts on precisely the same principle as this machine, with the exception that the shoe is held the other side up.

We did not see this machine in operation, as they had no use for it with a died-out outersole. The knife which is in this machine is much shorter than ours and we should think would be inferior on this account, as the clamp holding the knife would be liable to damage the upper of the shoe. The machine also lacked a gauge to regulate the amount of leather to be left at the rear of the heel.

This machine is superior to ours in that it has four cutting dies where ours has but one and an operator could do two shoes in about the same time that he could do one on ours. A machine of this kind, or the one we have made, would not become universal for this purpose, as there are many shoes with such full lasts at the side of the heel that the machine is unable to cut the sole close enough. We found this to be so some time ago and are designing a different type of machine for this purpose, although it will not be as rapid as either the Plant machine or ours.

We think there is a field for a type like the Plant machine and would advise that we adopt it as the foundation and change the knife holder to overcome the objections as stated above. We would not advise adopting the Plant machine as it now is.

HEELING SYSTEM.

Plant is using the old McKay method of pricking and loading heels in one machine, then taking them to another machine to be

attached to the shoe. Woodward and other inventors have used the same system. We abandoned it for the following reasons:

The liability to damage heels by having the wrong pricking in the loaded heels, which makes it necessary to pull out all the nails and prick and set the nails over with a larger or smaller pricking; if the first pricking is too large, the heel shaver will run into the nail holes which spoils the heel. After the loaded heels have been laying awhile the nails become rusted and a large number of nails cripple when they are driven, spoiling the heels. The nails become bent by handling and bothers the operator of the heeler. Thousands of pairs of loaded heels of various sizes and heights have to be kept in stock, and if there are no heels of one size the heeler is obliged to wait for them to be loaded.

We do not advise using this system.

TOPLIFT COMPRESSOR.

This machine has no mechanism for side pressure. The moulds slide sidewise to receive and eject the toplift and must be made in pairs, which makes it expensive to fit up. The lift-ejecting mechanism is not good. There is a spring to relieve the pressure when a predetermined amount has been reached. This would be good if it could be arranged to resist pressure enough to condense the leather. We have tried various devices designed for this purpose, but so far have not been able to make anything good enough to use.

We advise not to build the Plant Compressor.

HEEL LOADER.

This machine is complicated and liable to break down. We do not consider it a commercial machine, and do not advise building it.

It has a device for oiling the awls which is good, and a good nail loader for handling collar nails. We advise putting the oiling device on the new heeler and fitting up our Improved Rapid Nailer with the collar nail handling mechanism, in order to be in a position to give shoe manufacturers a machine fitted to handle collar nails.

Our McKay Heel Compressing and Loading Machine compresses

the heel and loads it with cut nails. This machine is not used to any extent. There are not half a dozen in use.

HEELING MACHINE.

The capacity of the Plant machine, with a man and a boy, is about 800 pairs per day off the last and 700 pairs on the wood last. It is complicated and poorly designed in parts, which makes it liable to excessive breakage. We do not consider it a commercial machine as it is, and do not advise building it. The following devices which are on it are good:

- Guides for the sole to determine the swing of the shoe.

- Right and left movement in the jack for placing the toplift.

- Spring to move jack.

- Lock on jack.

- Gluings device for toplifts.

- Gluings device for heel seats.

- Split movable clamps for sides of shoe.

- Spring finger to hold toplift in holder.

We advise putting all of the above on the new Heeler, and the gluings devices, the spring finger and the heel seat clamp on the Improved Rapid Nailer, unless it is decided to use them exclusively on the new Heeler to make it more of an object for the shoe manufacturers to use it.

WIRE GRIP HEEL SLUGGER.

This machine is a copy of our Wire Grip Slugger (speed the same as ours) with the following changes:

- A device for taking out the grippers when they get plugged with wire.

- A steel wedge for adjusting the grippers in place of bits of paper that are used in our machine.

- A mutilated screw for putting the gripper mechanism together.

- An adjusting device for positioning the gripper mechanism in line with the foot plate.

- A hinged foot plate.

- A new form of driving spring and adjustment for same.

- A new grinding device.

These are useful improvements. There is also a clutch mechanism for stopping the machine.

The Metallic Department advise us that "it has been our policy, for the past few years, not to accept orders for Grip Slugging Machines, always substituting Universals; in fact, the writer has only had occasion once to refuse such an order and this one proved to be an error on the part of the agent in so ordering. It is our intention to replace the Grip Slugging Machines in operation to-day with Universals when the conditions warrant such an exchange.

Sixty-nine Grip Slugging Machines out, domestic, up to September 1, 1910. Have not shipped any for three or four years.

We have not shipped any of these abroad for a number of years and those that are used in foreign countries are undoubtedly owned by the manufacturers, having been sold outright a number of years ago."

We advise not to build the Plant Wire Grip Heel Slugger, and not to fit up the machines that are now out with the improvements.

SOLE CLINCHER.

This machine is used in place of our Corrugated Tacker.

Owing to its poor construction and the bad feature of being obliged to take the driver bar out of the machine when a new driver is inserted, we advise not to build it.

On it there is a guard that is used for three nail slugging which we advise adopting with modifications and apply it to our machines that are used for this work.

HEEL SHAVER.

The dust hood on this machine is large and in the way of the operator, especially on large shoes. It has no blower, which would exclude its use in factories without a blower system.

The cutter head is complicated and parts of it fill up with dust, which prevents setting the cutters.

It has a rubber-covered heel seat guard which we advise trying out on our machine.

We advise not to build the Plant Heel Shaver.

HEEL BREASTER.

This is a power machine which automatically measures the stroke of the breasting knife. It has the following features:—

The knife is guided on the sides the whole length of its movement.

The cutting is done by a spring.

The jack is locked in position before the knife descends.

The heel piece spreads to fill the heel of the shoe.

It has a blower attachment for taking care of the chips.

A preliminary pressure is applied to the heel before the cutting takes place.

It is complicated.

The knife has to be taken out of the machine before the nicks can be stoned out.

The spring-cutting mechanism is sensitive to adjust.

A constant friction is applied to the shaft to correct the action of the knife-actuating spring.

We advise not to build it.

We advise fitting our machine with the guide for the knife; the lock for the jack; the spreading heel piece; means for taking care of the chips, and the extra pressure on the heel.

HEEL AND BREAST KNIFE GRINDER.

This is an ordinary type of emery grinder, but mounted on a base of good design, with counter shaft and belt shifter.

We would advise the adoption of this machine fitted with holders to hold the various kinds of machine knives that are to be ground.

The small grinder, shown above, we have no use for, as the one on the column can be adapted to do the work this was designed for.

HEEL SCOURER.

This is a well-designed and effective machine when used with a blower system installed as in the Plant factory, but there are many factories where such a heel scourer could not be used, owing to the fact that it would not be allowable in many buildings to run the

dust pipe from the bottom of the machine through the floor to the main dust pipe below. Some of the Plant machines have been fitted with the dust pipe coming from the side of column. This type could be used where it was not allowable to go through floor. Also, many factories have no blower system at all, and heel scourers must be provided with an independent blower for each machine.

We make many widths and diameters of scouring wheels, so that if we used a machine like the Plant machine the dust hood which surrounds the wheel would have to be made adjustable, or new hoods made for the different sizes.

We like the design of the machine, but do not see how it would be possible for us to adopt this machine to take the place of any one of the several designs which we now use; and our latest heel scourer has the improvement of an auxiliary air-jet striking on the sandpaper, which is claimed to show a great saving in sandpaper.

A question arises with us whether we should make a universal heel scourer or more than one type. We are not prepared to pass an opinion on this; but, if it should finally be decided that it is advisable to make more than one type of heel scourer, undoubtedly the Plant machine would be an excellent machine to adopt in factories equipped with blower systems.

Some of the Plant machines were equipped with a device for finishing the corner of the breast of the heel consisting of a disk of sandpaper so mounted with a protecting guard that the operator did fine work without any damage to other parts of the shoe. We would advise the adoption of this device.

TOP LIFT SCALLOPER.

This machine is similar to ours, but not so effective in operation. It is used for scalloping or making a concave cut in the corner of the breast edge of the toplift, using a cone-shaped cutter. There is no means for adjusting the angle of the cut and no means for adjusting the guiding fingers vertically, both of which are important; these adjustments are on our machine.

There is a device on the Plant machine by which the heel plate and guiding fingers are moved toward the large diameter of the

cutter automatically by the opening of the guiding fingers as the heel is passed between them. This positions the breast edge of the toplift at the right place on the cutter to make the proper concave cut for each size of toplift. (This is adjusted by hand on our machine.)

The bad feature about the Plant automatic device is that the operator, in forcing the heel between the guiding fingers, presses in a direction at an angle to, and against the movement of, the guide plate which makes the machine harder to operate and slower than ours. This automatic feature is good if it could be made to work easy. The Plant machine is better designed than ours.

We advise putting our guiding devices on the Plant machine or the Model D Forepart Trimmer and redesign the Plant positioning devices, making the automatic feature more practical, for future use.

We do not advise building the Plant machine as it is.

EDGE TRIMMER.

This is a heavy machine and it runs with very little vibration. The belt is inclosed in the frame in such a way that it makes it unhandy for the operator to remove or put on cutters. The frame casting is in two pieces, which makes it more expensive to machine, and it is not as good in design as our Model D Trimmer. The belt shifter is connected with a damper in the blower pipe.

We advise connecting the belt shipper with a damper in the blower pipe on our machine. With it, the blower pipe is opened when the belt is put on the tight pulley. This should be applied to all machines that have blowers.

We advise building Plant's Grinder for Forepart Trimmers, making two types, a bench machine and one that can be attached to the Forepart Trimmer. This grinder is better than anything we have.

We advise not to build the Plant Edge Trimmer in view of our new Model D Trimmer.

HEEL BURNISHER.

This machine has a felt wheel soaked in hot wax for applying the wax to the heel. This wheel is surrounded with a steam-heated box, in the top of which is a small receptacle for keeping the wheel supplied with wax. This wheel turns slowly and stops when the heel comes in contact with it, and then turns with the heel as the heel is turned. A small box is provided to catch the surplus wax. A steam-heated box keeps the wheels that are not in use hot. It has a brush and pad and a blower. It is not as fast as the Xpedite. (The Xpedite will finish and bead seventy dozen pairs per day.)

The Plant machine is a pad and brush shaft with a hot pad for applying the wax to the heel. It does not burnish the same as the Xpedite hot iron and does not make as good a finish.

We advise not to build it.

We advise putting the blower and the steam-heated box, for keeping the irons hot, on the new Xpedite.

HEEL BEADER.

This is a well designed and a good separate heel beading machine. It has a flexible face plate for the tread face of the heel, which applies a uniform pressure to the rand crease of the heel. There is a strap which engages the heel and puts a uniform pressure on the heel in a direction at a right angle to its surface, which makes a good impression of the heel key. It has a brush for brushing the heel after beading.

The Heeling Department advise us as follows :

"Following is a list of the New Method Heel Seat Beaders, Model 'G' shipped during 1910, and also showing which factories are equipped with Xpedite Machines.

Sherwood Shoe Co.,	Rochester, N.Y.	339	2-11-10
" " " Xpedite Mch.		#512	
Maetrich, Eyre & Co.	Brooklyn, N.Y.	312	6-3-10
French, Shriner & Urner,	So. Boston, Mass.	314	6-16-10
Kenmore Shoe Co.	Williamsport, Pa.	318	7-13-10
Xpedite Mch.		#1507	

John Strootman Shoe Co., Buffalo, N.Y.	310	7-29-10
Xpedite Mch.	#229	
" "	#647	
Endicott, Johnson & Co., Endicott, N.Y.	319	9-9-10
Xpedite Mch.	#623	
" "	#866	
" "	#1077	
Hillsdale Shoe Co. Hillsdale, Mich.	318	10-20-10
Rindge, Kalmbach, Logie & Co., Grand Rapids,		Unfilled.
One hundred and fifty New Method Heel Seat Beaders out commercially to date, Nov. 10, 1910."		

If the policy of the Company is to put out a separate beader, we advise building this machine in place of the New Method Heel Beader.

We advise putting it on the new Xpedite Heel Finisher if it can be done without too much complication.

EDGE SETTER.

We cannot see that this machine has any advantages over the machines which we now have. It is claimed that it is superior to others as the tool moves in a straight line instead of an arc of a circle, but we have machines working under both of these principles. The Plant machine has a device for moving the finger hook out of the way of a shoe whenever the operator desires. Our commercial machine does not have this device, but our latest model is provided with it.

We would not advise the adoption of this machine or any part of it.

BOTTOM BUFFING MACHINE.

This machine is like our old type of buffer with small diameter buffing rolls, and, in addition, has two larger rolls for top-lifts.

The machines which we now make have a larger top roll than is used in the Plant machine, or our old type of machine, having the advantage that there is more paper on the roll, therefore lasting longer.

On our machine the top-lifts are done on the same roll that the bottoms are done on. This is claimed at the Plant factory to be a disadvantage as the grinding of the top pieces on the bottom roll

is supposed to leave the paper in a poor condition for doing bottoms, owing to the fact that the slugs tear and damage the paper.

We have put out from time to time various machines for doing top pieces alone, but the majority of manufacturers still do the top pieces on the bottom roll, and claim they do not get any injurious effect as the operator confines the operation on top pieces to the ends of the roll, while he does the bottoms on the middle of the roll.

There is no objection to having the additional roll for doing top pieces, except the additional complication to the machine.

The top piece roll, as located on the Plant Machine, appeared to us to be in an awkward position, it being necessary for the operator to stoop considerably while using it.

The Plant machine is not provided with any blower as it is directly connected with the blower system.

On our latest machines we oscillate our buffing roll, which the manufacturers think is a distinct advantage as it gives a smoother bottom.

We could not adopt the Plant Buffer as a universal machine as there is no provision for attaching a blower, which is necessary when the factory has no blower system.

The machine could, of course, be used just as it is in a good many factories, but with our universal machine with the oscillating roll we think we would be in a better position to meet all the requirements of the trade. Therefore we would not advise the adoption of the Plant machine.

SHOE DRIER.

This is an excellent device to be used in connection with the bottom buffer, and we would advise its adoption, with the addition of shelves for the sandpaper.

BOTTOM CLEANER.

This machine does the same work as the Naumkeag Sole Cleaning Machine. It is a twin machine with upright spindles rotated in a manner similar to the spindles on the Naumkeag Machine.

One of the spindles had a flat disc of paper, instead of the

moulded pad, so that the operator could get close to the heel breast.

The pad consists of a saucer-shaped piece of rubber with inturned lip. A pad of sponge rubber is placed inside this rubber piece, and over the pad the emery cloth covering is secured. The emery cloth covering is moulded to the shape of the sponge rubber pad and is held in place by gripping its edge over the top of the pad.

So far as its principle of operation is concerned, this machine is the same as the Naumkeag Machine, except that the yielding effect is obtained in the latter by inflating the rubber pad with air, while in the Plant device the piece of sponge rubber gives the yielding effect.

So far as quality is concerned, the work appeared to be satisfactory at the Plant factory.

We are of the opinion that the pneumatic pad is more flexible and would conform to inequalities in the work better than any pad which we know, and give a better surface; so that, everything else being equal, we should be in favor of using the pneumatic pad.

The Naumkeag Machine is more costly to build and to keep in repair, owing to the pneumatic arrangement, and, with the small margin of emery paper necessary to hold it on the pad on the Plant machine, we can see there would be quite a saving in the cost of the emery cloth on the Plant machine.

The Naumkeag machine has the advantage of being equipped with a blower, which makes it a universal machine. The Plant machine has no blower, and, unless rebuilt to accommodate one, could be used only where a blower system is installed.

We were informed at the Plant factory that moulded pads for their machine cost about 2c each, and the flat discs about 85c per hundred.

We were also told that the cost for pads when using the Naumkeag system was 9c per hundred pairs of shoes, and when using their machine it was 2½c per hundred pairs.

On the Plant machine they used the flat disc for roughing-out the shank, and used the moulded pad for finishing the whole bottom.

By this method, when the shoe comes to this machine the fore-part has already been buffed. The shoe is then presented to the flat disc and the grain taken off, from the heel to the ball, using for this purpose the flat disc, which costs 85c per hundred. The entire bottom is then finished with the moulded pad, which costs 2c apiece.

By this process, of course, there are not so many of the 2c pads used as those that cost 85c per hundred pieces; but we are unable to see, even by this process, how there is such a saving as stated above when using this machine, because by their figures their process costs $2\frac{1}{2}/9$, or $\frac{5}{18}$, as much as the Naumkeag process, and if they paid, as they said they did, 3c apiece for Naumkeag pads their paper would cost them only $\frac{5}{18}$ of 3c, which would amount to 83 $\frac{1}{3}$ c per hundred pieces for their pads, and this is less than their flat disc paper cost; so that some of their figures must be incorrect, even if they did all their work on the 85c pad; but as they used with these some of the pads which cost 2c apiece the showing is still worse.

A great many of the manufacturers are using a flat disc, such as Plant used, on our bottom buffers, or on a machine of their own construction.

There are two prices for these discs — 45c and 60c per hundred.

With these they rough-out, and usually finish, the shank, although in some cases the shank is Naumkeaged after this operation.

If we should adopt the Plant machine we do not see how it would be as good, either for us or the manufacturers, as it would be to use discs on the buffing machine as stated above, as the flat disc on the Plant machine would give no better results than the flat disc as used on the buffer, and the sponge rubber pad on the Plant machine would not be as good as the Naumkeag pad; so that if the manufacturer is to use the flat disc it would be better to do it as it is now done, and furnish the Naumkeag machine whenever better work is desired than can be obtained with the flat disc.

When a manufacturer desires a fine class of work we should furnish him with a Naumkeag machine, but if he is satisfied with the work obtained from the discs, such as are used on the Plant ma-

chine, we have machines already equipped with them, and under these conditions are able to meet all the demands of the manufacturer, and would have no use for the Plant machine.

We would, therefore, not advise building this machine.

FINISHER AND BRUSH CLEANER.

This machine is superior in many ways to anything that we now furnish. Such a machine is much better mounted on a base like this one than mounting it on a wooden bench as has been the practice heretofore.

The device for washing the brushes is also good, and we would advise the adoption of this machine with changes in the size of the shaft to conform to our standard size brushes; and also the adoption of the clutch pulley, which we are now using on some other machines, in place of the tight and loose pulley.

HEEL, EDGE AND BOTTOM POLISHER.

This is superior to our bottom polishers mounted on a wooden bench, and we would advise its adoption, with the shaft made to conform to the size of the holes in the brushes which we have adopted as a standard. Also, we would adopt our clutch pulley in place of the tight and loose.

SHANK AND FOREPART BURNISHER.

This machine is superior to the machine which we now furnish mounted on a wooden bench, or the one on the stand as shown, and we would advise its adoption, with the size of shaft made to conform to the size of brushes now adopted by us; also, if feasible, to make it a little more convenient to remove the brushes from the shaft, and substitute clutch pulley for tight and loose.

STITCH SEPARATOR.

This machine is well adapted for doing heavy work and coarse stitching.

The principle upon which the indenting tool is moved to and from the work is superior to that used on our machine, and we think will produce better work than ours.

The correcting devices for locating the stitches are inferior to the method used on our machine. They are not as sensitive, and would not locate the stitches as accurately on fine work as those employed by us.

As they did not do any fine stitch separating at the Plant Factory, we did not have an opportunity to see this tried.

We are about to re-design our machine, and would advise, in re-designing, that the Plant machine be taken as a foundation.

We would not advise adopting the Plant machine as it is.

STITCH INDENTER & BURNISHER.

This machine is superior in every respect to the one now made by us. It will do better work and is smoother running. We would recommend its adoption with our standard tools in place of the ones now in use on the Plant machine.

PLANT TREEING MACHINES AND PLANT CLEANING AND TREEING LEG.

The Plant system of treeing shoes differs entirely in principle from the system in use in nearly all shoe factories. Under the Plant system the shoe is cleaned or treed on the last on which the shoe was made. Under the Miller system, which is almost universal, the original last is removed from the shoe and a tree foot inserted upon which the shoe is treed. This foot is so constructed that it is contracted while the shoe is being removed. We believe the Plant system, or treeing the shoe on the original last, to be entirely wrong in principle, as we think it is impossible to remove the last from a finished shoe without breaking or distorting the shoe.

Under the system of treeing the shoe on the last, there are, of necessity, several operations to be performed on the shoe, after it is treed, before it is ready to be packed. The heel lining must be put in, the lacing, or any other trimming about the shoe, must also be done, which means that the shoe is handled several times after it has been treed. This is objectionable, as the treeing process was performed to give a certain shape and finish to the shoe. It

has always been a desire of the manufacturer to handle the shoe as little as possible after treeing. Under the Miller system all these finishing operations are done after the original last is pulled and before the shoe is treed so that, when the shoe is finally treed, there is no work to be done but to rag up the edge and heel.

We also believe it is a much more costly equipment for the manufacturer, when treeing on the original last, owing to the fact that a great many more last are required where they are allowed to remain in the shoe during the treeing. As the tree feet are used over and over for the one operation, it would not require nearly so many tree feet as it would extra lasts. Although the tree feet cost \$5.00 per pair and the lasts \$1.00 per pair, we are of the opinion that it would cost four times as much for an equipment of lasts as it would for an equipment of tree feet.

In discussing the matter with the people at the Plant factory they all admitted that the shoe would look better if treed on a split foot than if treed on the original last; but the point made by them in favor of the original last was that the operator of the treeing machine would, for various reasons, put the wrong sized tree foot into the shoe, thereby changing the shape of the shoe from its original shape as made on the last.

Another objection was that lasts of the same size and style were not all alike, and that one tree foot would not fit them all.

These objections have some weight, but we believe that the manufacturer would rather strive to overcome these objections than try to retain the shape of the shoe by treeing it on the original last and then removing it.

It also requires more care and a higher price to remove the last from the finished shoe by the Plant process than to remove it by the Miller process.

We examined a great many shoes at the Plant factory, and are of the opinion that the shoes did not look so well after they were finished as they do when finished on the Miller machine. This is especially true of shoes made from light stock.

Assuming that a shoe can be treed properly by the last process, it costs more to do the work by the last process than by the Miller

process. This is because of the fact that, while the work on the shoe is the same in both cases, it is a slower process to put the shoe with the last into the Plant machine than it is to put the shoe on the tree in the Miller machine.

The system of treeing on the last has been tried many times, and outfits for doing this work have been furnished by the Brockton Last Company, Woodward & Wright, Clark Treeing Machine Company, and Fitz Brothers Last Company. All these attempts were failures because it was found impossible to remove a finished shoe from a last without changing or breaking the shape of the shoe. The outfit made by the Clark Treeing Machine Company was as good as, or better, mechanically, than the one used by Plant, but the shoe manufacturer was not in favor of the principle.

TREEING MACHINE.

The Treeing machine, as shown by the cut above, is used at the Plant factory for McKay work. It has a double jack, revolving in a vertical plane, so that the operator has a shoe on one jack while operating on another.

In regard to the method of treeing the shoe, we think it is much inferior to the Miller method. By the Plant method the shoe is placed over the tree foot, and a metal plate (the size of the bottom of the tree foot, which was held close to the bottom of the foot, while the shoe was put on) is moved bodily away from the bottom of the foot, thereby stretching the shoe away from the top of the last. This we believe to be entirely wrong, as it is impossible to get good lines around the shoe, where the upper meets the sole, because there is one line to iron the shoe to, made by the iron plate, and another line, caused by the edge of the last, which is away from the metal plate, more or less, according to the amount the shoe is stretched.

We do not see how it is possible to produce work by the Plant Treeing Machine that would compare at all favorably with work done on the Miller Machine for the reasons stated above. We are not in favor of adopting either the Plant Cleaning and Treeing

Leg, or the Plant Treeing Machine, and we do not see any features in either machine which we wish to adopt into our system.

The Miller Twin Machine has two jacks, but the Plant people claim that their machine will take less floor space. We do not think this point is well taken, because they must be placed far enough apart to allow the operators to work on the sides of the jack without interfering with one another, and the amount of space required has been found to be not less than that allowed in placing the Miller Machines.

We therefore believe that both of these machines should be discarded.

SHOE RACK.

We believe this shoe rack to be the most convenient and easiest one to handle of any rack we have ever seen.

This rack, as now constructed, is not, however, capable of being taken apart without considerable difficulty, so that it would be an inconvenient rack to ship about the country; but a rack designed like this so that it could be packed for shipment would be the best one ever placed upon the market. It would probably cost more than any other rack, but we think that a great many of them could be marketed, and we would advise making such a rack.

PLAINTIFFS' EXHIBIT 269.

[Put in Evidence, page 4264.]

MACHINES USED BY J. BROWN & SONS, SALEM, MASS.

Capacity of Factory 7500 Pair of Women's, Misses' and
Children's McKay Sewed Shoes.

CUTTING ROOM.

(United) 1 Improved Geared Sole Cutting Machine — Model CC
(For Linings)

Home made 2 Foot Power Pricking Machines (For Marking Lap
for Vamping)

STITCHING ROOM.

Amazeen Pluma	7 Skiving Machines
Paine	2 Hand Lining Marking Machines
T. S. Hart Co	2 Hart Snipping Machines
	1 Hart Tip Punching Machine
Singer Co	2 Singer Zigzag Stitching Machines
Un Spec Co	15 Union Special 1-needle Stitching Machines
Old. Think Lufkin Co	4 Lufkin Folding Machines
Un Spec Co	9 Union Special 2-needle Staying Machines
T. S. Hart Co	6 Hart Perforating Machines
Singer Co	25 Singer 1-needle Stitching Machine
or W & W	3 Wheeler & Wilson 1-needle Stitching Machines
Un Spec Co	3 Union Special 4-needle Tip Stitching Machines
Tub Rivet Stud	6 Hooking Machines
W & W	1 Wheeler & Wilson 2-needle Staying Machine
Un Spec Co	1 Union Special 2-needle Staying Machine
Almon Mfg Co	2 Glove Fastening Machines
W & G Co	6 Wilcox & Gibbs Closing Machines
Singer Co	2 Singer Cylinder Barber Trimming Machines
	6 Singer Chop Trimming Machines
Un Spec Co	3 Union Special Closing Machines
Goodell	4 Seam Rubbing Irons
(United)	7 Eyeletting Machines
Singer Co	8 Singer Cylinder 2-needle Machines
	4 Singer 2-needle Stitching Machines
or W & W	1 Wheeler & Wilson Side Staying Machine
	1 Singer 1-needle Cylinder Vamping Machine
Reece Mch Co	8 Reece Buttonhole Machines
	2 Reece Buttonhole Finishing Machines

Singer Co	14 Singer Undertrimming Machines
Booth Mfg Co	4 Booth Cording Machines
Singer Co	20 2-needle Vamping Machines
Un Spec Co	5 Union Special 4-needle Cylinder Stitching Machines
Reece Mch Co	4 Reece Button Attaching Machines
Singer Co	1 Singer Single Needle Repairing Machine
(United)	2 Ensign Lacing Machines #45-780

191

SOLE LEATHER ROOM.

Knox	1 Graves Foot Power Stripping Machine
(United-1)	7 Rd. Block Sole Cutting Machines
Seelye Mfg. Co.	1 4' Seelye Sole Cutting Machine
(United-1)	2 Rolling Machines
(United-3)	4 Splitting Machines
(United-3)	4 Channeling Machines
Boylston or Boston Mch. Co.	1 Julian Sole Rounding Machine
G. W. Emerson & Co.	1 Emerson Insole Slashing Machine
(United-1)	2 Feather Edge & Shank Reducing Machines
(United)	1 Apex Tap & Rand Splitting Machine, #52
Boston Mch. Co.	2 Cementing Machines
Cochituate Oil Co.	1 8 Section Veneer Press
(United)	1 Sole Tacking Machine #855
(United-1)	3 Tap & Sole Rounding Machines
(United)	1 Apex Spring Heel Trimming Machine #1128
Bresnahan Mch. Co.	1 Bresnahan Single Moulding Machine
(United-1)	2 Twin Sole Moulding Machines
(United)	4 Apex Channel Opening Machines #553, 401, 596, 473

39

LASTING ROOM.

(United)	3 Pulling-Over Machines	2876A, 2340A, 1971A
(United)	24 Hand Method Lasting Mchs.	2539, 5395, 1629
		2142, 2530, 4920
		2528, 1968, 3949
		3853, 5895, 4800
		408, 2529, 4210
		2515, 2526, 2527
		224, 547, 2021
		2015, 2512, 218
(United)	6 Rotary Pounding Machines	698, 1004, 1027
		443, 1396, 1225
(United)	8 Staple Tacking Machines	2215D, 1659, 1759
		1761D, 1777, 1679
		1678, 1671
(United)	1 Grinding Machine #3008	

42

MAKING ROOM.

(United -3)	13 McKay Sewing Machines — Model S
Puritan Mch. Co.	2 Puritan Fairstitch Machine
(United)	3 Loose Nailing Machines #60, 521, 1336
(United)	5 Atlas Leveling Machines #479, 73, 387, 388, 389
(United)	5 Mayo Heeling Machines #3577, 3657, 3210, 2656, 3103
(United)	5 Universal Slugging Machines #1959, 789, 411, 3028, 1417
(United)	1 Grip Slugging Machine
(United)	1 Heel Protector Driving Machine #111
(United)	4 McKay Heel Trimming Machines #2648, 2614, 130 ⁴ , 1036
(United)	1 Spring Heel Trimming Machine #186
(United)	4 Imperial Heel Breasting Machines #1424, 736, 1181, 877
G. W. Emerson & Co.	6 Emerson Heel Scouring Machines

(United)	1 Heel Breast Scouring Machine #805
(United-5)	15 Post Edge Trimming Machines
(United)	7 Edge Setting Machines — Model R, 440, 698, 1276, 1246, 1288, 1296, 1243
(United)	2 Welt Indenting & Burnishing Machines #1093, 1100
(United)	5 Goodyear Fudge Edge Machines #314, 288, 292, 236, 229
(United)	1 Xpedite Heel Burnishing Machine #1329
Goodell,	5 3' Finishing Shafts
(United)	2 Knife Grinding Machines

 87

FINISHING ROOM.

G. W. Emerson & Co	11 Buffing Machines
Naumkeag Buf Co	5 Naumkeag Buffing Machine
Gorden	9 Finishing Shafts
Webster Mch Co	1 Webster Cleaning Machine
Stand Tying Mch Co	2 Standard Tying Machines
Ellison Mch Co	2 Ellison Stamping Machines
(United)	3 Stitch & Upper Cleaning Machines #130, 345, 19
(United)	1 Nurling Machine #348

 34

PACKING ROOM.

Locke Bros.	3 Locke Bros. Bow Making Machines
(United)	3 Tip Scouring Machines — Mod. G. #54, 86, 354
Tub Rivet Stud Co	5 Tubular Rivet Bow Attaching Machines
Heaton Pen Co	3 Heaton Peninsular Button Sewing Ma- chines
O. A. Miller	2 Miller Vamp Creasing Machines #2
Gorden	2 Finishing Shafts
O. A. Miller	10 Miller Twin Tree Machines

 28

SUMMARY.

	United	Miscellaneous
Cutting Room	1	2
Stitching "	6	185
Sole Lea. "	18	21
Lasting "	42	0
Making "	54	33
Finishing "	4	30
Packing "	3	25
	<hr/> 128	<hr/> 296 = Grand Total 424

SUMMARY AFTER TRANSFERRING GENERAL DEPARTMENT
MACHINES TO MISCELLANEOUS.

	United	Miscellaneous
Cutting Room	0	3
Stitching "	1	190
Sole Leather Room	1	38
Lasting "	41	1
Making "	21	66
Finishing "	0	34
Packing "	0	28
	<hr/> 64	<hr/> 360 = Grand Total 424

PLAINTIFF'S EXHIBIT 270.

[Put in Evidence, page 4294.]

LIST OF SIXTEEN GOODYEAR AUXILIARY MACHINES REFERRED
TO IN EXHIBIT No. 230, FURNISHED IN ANSWER TO
MR. FOWLER'S REQUEST.

Goodyear Universal Channeling Machine
 Goodyear Lip Turning Machine
 Goodyear Upper Stapling Machine
 Goodyear Power Welt Grooving & Beveling Machine
 Goodyear Universal Inseam Trimming Machine
 Goodyear Welt Beating & Slashing Machine
 Goodyear Improved Sole Laying Machine

Goodyear Universal Rounding & Channeling Machine
 Goodyear Channel Opening Machine
 Goodyear Upper Tack Pulling Machine
 Goodyear Channel Laying Machine
 Goodyear Heel Seat Rounding Machine
 Goodyear Automatic Sole Leveling Machine
 Goodyear Welt Indenting & Burnishing Machine
 Goodyear Impression Stitch Burnishing Machine
 Goodyear Jointing Machine

PLAINTIFF'S EXHIBIT 271.

[Put in Evidence, page 4298.]

LESSEES HOLDING MACHINES OF THE GOODYEAR, LASTING, HEEL-
 ING, OR METALLIC DEPARTMENTS OF THE UNITED SHOE
 MACHINERY COMPANY ON JANUARY 1, 1905, ON INDEPENDENT,
 UNRESTRICTED LEASES. TOTAL 1085.

Alexandria Shoe Co.,	Alexandria, Va.
Alden & Co., C. H.,	No. Abington, Mass.
Argus, Joseph,	Buffalo, N. Y.
Andrews, Joseph,	Burlington, N. J.
Albert, J.,	Brooklyn, N. Y.
Aldrich, C. E. & E.,	Farmington, N. H.
American Shoe Mfg. Co.,	Allentown, Penn.
Allen, J. S.,	Brockton, Mass.
Amazeen & Co.,	Milwaukee, Wis.
Allentown Shoe Mfg. Co.,	Allentown, Pa.
Andrews & Co.,	Everett, Mass.
Ackerman, R.,	Milwaukee, Wis.
Aborn & Co., C. H.,	Lynn, Mass.
Ashe, Noyes & Small Co.,	Auburn, Me.
Aldrich, N. E.,	St. Louis, Mo.
Arnold, M. N.,	No. Abington, Mass.
Alter & McCaffrey Co., The	Cincinnati, O.
Adams & Curtis Shoe Co.,	Batesville, Ind.
App Bros.,	Fort Wayne, Ind.
Atlanta Leather Co.,	Atlanta, Ga.

Altschul, Julius,	Brooklyn, N. Y.
Albright & Co., H. S.	Landinville, Pa.
Allen Shoe Co., J. H.,	Camden, N. J.
Allen & Co.,	Philadelphia, Pa.
Adams Shoe Co.,	Adamsdale, Pa.
Austin, Frank E.,	Newton, N. H.
Aaronson, B.,	Mt. Holly, N. J.
Armstrong & Co., D.,	Rochester, N. Y.
Abbott & West,	Haverhill, N. Y.
Alden, Walker & Wilde,	No. Weymouth, Mass.
Abrahams Shoe Mfg. Co.,	Brooklyn, N. Y.
Annar Shoe Co.,	Philadelphia, Pa.
Bay Shoe Company,	Harrisburg, Pa.
Bell, W. H.	Pleasantville, N. Y.
Barnard, Geo. & Co., Inc.	Brooklyn, N. Y.
Bartlett, Albion	Lynn, Mass.
Buhrendorf, J. C.	New York, N. Y.
Buek & Ebers,	Philadelphia, Pa.
Benedict & Co.,	New Canaan, Ct.
Boston Shoe Rep'g. Co.,	Boston, Mass.
Batchelder, C. I.	Beverly, Mass.
Bastian Shoe Mfg. Co.,	Burlington, N. J.
Ball & Son, A.	Syracuse, N. Y.
Bartels & Thelen Co.,	Chelsea, Mass.
Brackett, W. D. & Co.,	Nashua, N. H.
Barker, Brown & Co.,	Huntington, Ind.
Brigham, F., & Gregory Co.,	Hudson, Mass.
Brett, C. M. Co.,	Hudson, Mass.
Brown, H. H. & Co.,	Brookfield, No., Mass.
Brockton Rand Co.,	Brockton, Mass.
Buck, E. A. & Co.,	Bangor, Me.
Blum Shoe Co.,	Dansville, N. Y.
Burditt & Son, John	Rockland, Mass.
Brandau, Adam	Detroit, Mich.
Belmont Shoe Co.,	Barnesville, O.
Baumgarretel, Emil	Buffalo, N. Y.

Bedford Shoe Co.,	Carlisle, Pa.
Barton Shoe Co.,	Newburyport, Mass.
Brown, Geo. E.	Boston, Mass.
Burt & Co., Inc., E. W.	Lynn, Mass.
Blyn, Isaac	New York, N. Y.
Bowker S. Mfg. Co., R. W.	Mt. Holly, N. J.
Brennan & White,	Brooklyn, N. Y.
Bell, Geo. W.	Pleasantville, N. Y.
Baldwin Mfg. Co.,	Milford, Ct.
Bennett & Taylor,	Lynn, Mass.
Belt, Chas. W.	Baltimore, Md.
Birdsboro Shoe Mfg. Co.,	Birdsboro, Pa.
Bragdon & Son, O.	Portsmouth, N. H.
Banks & Co., H. P.	Baltimore, Md.
Bertino, Ernest	Brockton, Mass.
Boyd's Sons, James	New York, N. Y.
Ballau Co., F. E.	Providence, R. I.
Brophy Bros. Shoe Co.,	Lynn, Mass.
Barry Co., T. D.	Brockton, Mass.
Bernhard & Nelson,	Brooklyn, N. Y.
Brockton Co-op. B. & S. Co.,	Campello, Mass.
Bohr & Sons, N. C.	Waterville, N. Y.
Barker & Lord,	Lynn, Mass.
Barry & Co., J. M.	Farmington, N. H.
Brown Shoe Co.,	St. Louis, Mo.
Buckley Shoe Co.,	Houston, Texas.
Basso, Jos.	New Orleans, La.
Barton Brothers,	Kansas City, Mo.
Boulter, Louis	St. Louis, Mo.
Bering Shoe Company,	Cincinnati, Ohio.
Backhaus & Son, C. A.	New Orleans, La.
Boasberg, E.	Minneapolis, Minn.
Beals & Torrey Shoe Co.,	Watertown, Wis.
Borst, C. N.	Akron, Ohio.
Boston Shoe Rep'g. Co.	Kansas City, Mo.
Byers & Co., W. R.	Columbus, O.

Brandt Shoe Co., J. G.	St. Louis, Mo.
Bruns Shoe Mfg. Co., J. B.	Jefferson City, Mo.
Berry & Co., A. H.	Portland, Me.
Belonga Co., Geo. W.	Lynn, Mass.
Burt Co., E. C.	Brooklyn, N. Y.
Barke & Co.,	Philadelphia, Pa.
Burrows, Jno. A.	Lynn, Mass.
Blair & Kehrer,	Pawtucket, R. I.
Bartlett, J. E.	Lynn, Mass.
Balton Shoe Co.,	Rochester, N. Y.
Buchell Shoe Co.,	New Bedford, Mass.
Blyn, S.	New York, N. Y.
Brewer, Parker & Co.,	Lynn, Mass.
Brennan B. & S. Co.,	Natick, Mass.
Boyd & Corey B. & S. Mfg. Co.,	Marlboro, Mass.
Bridges Brothers,	Marblehead, Mass.
Blethen, Arthur A.	Lynn, Mass.
Bridges & Carroll,	Marblehead, Mass.
Breed Shoe Co.,	Rochester, N. H.
Budd Shoe Company, J. F.	Burlington, N. J.
Breed F. W.,	Marblehead, Mass.
Bay State Shoe & Lea. Co.,	Sing Sing, N. Y.
Burt & Co., Geo. H.	E. Brookfield & Avon, Mass.
Bacon & Co., J. E.	Spencer, Mass.
Bell Shoe Co.,	Chelsea, Vt.
Burlington Co. Shoe Co.,	Mt. Holly, N. J.
Brown & Co., A. E.	Orwigsburg, Pa.
Barrows, A.	Campello, Mass.
Brigham, H. E.	Westboro, Mass.
Bonin & Leonard,	Haverhill, Mass.
Bullard & Co., D.	Spencer, Mass.
Burley, Stevens & Co.,	Newburyport, Mass.
Baltimore B. & S. Co.,	Baltimore, Md.
Banister & Co., Jas. A.	Newark, N. J.
Buckingham & Hecht,	San Francisco, Cal.
Bielefield & Spahn,	New York, N. Y.

Byers S. Co., W. R.	Columbus, O.
Brown & Sons, J.	Salem, Mass.
Black, Chas.	New York, N. Y.
Bluff City Shoe Co.	Hannibal, Mo.
Bass & Co., Geo. W.	Milton, Maine.
Blake & Co., Chas. E.	Lynn, Mass.
Bradley & Metcalf Co.,	Milwaukee, Wis.
Butcher, William	Camden, N. J.
Bray, Stanley & Webber,	Beverly, Mass.
Brigham & Co., J. W.	Worcester, Mass.
Brigham's Sons, Geo. B.	Westboro, Mass.
Boyden Shoe Co.	Newark, N. J.
Baker & Co., J. H.	Beverly, Mass.
Bertsch, Jos., Shoe Co.,	Rochester, N. Y.
Badger State Shoe Co.,	Milwaukee, Wis.
Bates Co., A. J.	Webster, Mass.
Baker, Geo. & Son,	Brooklyn, N. Y.
Chick Brothers,	Haverhill, Mass.
Cerat & Bonin,	Haverhill, Mass.
Cobb, Charles H.,	Lynn, Mass.
Clark, W. J.,	Marblehead, Mass.
Century Shoe Mfg. Co.,	Macungie, Pa.
Cogan & Son, P.,	Stoneham, Mass.
Craddock-Terry Co.,	Lynchburg, Va.
Claus, George,	Pittsburg, Pa.
Cass & Daley,	Salem, Mass.
Connolly Co., J. J.,	Salem, Mass.
Clapp & Tapley,	Danvers, Mass.
Cushman Co., Ara,	Auburn, Me.
Chipman & Pratt,	Marblehead, Mass.
Chase, Chamberlain & Co.,	Raymond, N. H.
Crafts, G. P.,	Manchester, N. H.
Coggsell Shoe Co.,	Haverhill, Mass.
Cox Co., Edw. M.,	North Easton, Mass.
Crafts-Harrington & Co.,	Brockton, Mass.
Corcoran & Son, Thos.,	Lynn, Mass.

Columbia Counter Co.,	South Boston, Mass.
Cloutman & Co., J. F.,	Farmington, N. H.
Carruthers-Jones Shoe Co.,	St. Louis, Mo.
Crescent City Shoe Co.,	Evansville, Ind.
Cincinnati Heel Co.,	Batavia, Ohio.
C & E Shoe Co.,	Columbus, O.
Cone & Co., R. W.,	Bridgewater, Mass.
Comfort Shoe Co.,	Albany, N. Y.
Cook & Co., J. A.,	Lynn, Mass.
Cross, John H.,	Lynn, Mass.
Crossett, Inc., L. A.,	North Abington, Mass.
Clark, F. D.,	Newburyport, Mass.
Creighton & Son, G. A.,	Lynn, Mass.
Cramer Shoe Co., W. F.,	Catawissa, Pa.
Casavant, O. H. & C. J. White,	Boston, Mass.
Cushman & Hebert,	Lynn, Mass.
Chase-Merritt Co.,	Boston, Mass.
Churchill & Alden Co.,	Campello, Mass.
Cramer & Son, John,	Brooklyn, N. Y.
Colmary, A. H. & Co.,	Baltimore, Md.
Cohen & Frank,	Brooklyn, N. Y.
Cambridge Shoe Repair Co.,	Cambridge, Mass.
Cox, A. F. & Son,	Portland, Maine.
Clayman, J. W.,	Lancaster, Pa.
Cummings Co., The,	Worcester, Mass.
Copeland, Ellis F.,	Brockton, Mass.
Clarke Co., F. S.,	Lynn, Mass.
Coburn-Lewis Shoe Co.,	Boston, Mass.
Collins, L. W.,	E. Kingston, N. H.
Condon Bros. & Co.,	Brockton, Mass.
Casperson, Edward,	Camden, N. J.
Cushman & Cushman,	Lynn, Mass.
Carroll Shoe Co., Jno. A.,	Baltimore, Md.
Coburn, Gauss & Co.,	Wolfboro, N. H.
Cygold Shoe Co.,	Brockton, Mass.
Cahill-Holters Co.,	Cincinnati, Ohio.

Courtney Shoe Co.,	St. Louis, Mo.
Carsey & Co., John M.,	Greenville, Texas.
C. H. Shoe Mfg. Co.,	Chicago, Ill.
Cole-Davis Co.,	Chicago, Ill.
Canton S. Mfg. & Rep. Co.,	Canton, Ohio.
Columbus New Method S. Rep. Co.,	Columbus, Ohio.
Carhart Shoe Mfg. Co.,	Atlanta, Ga.
Capital City S. Mfg. Co.,	Denver, Col.
Conrad Shoe Co.,	Louisville, Ky.
Clapp & Son, Edwin,	E. Weymouth, Mass.
Cousins, J. & T.,	Brooklyn, N. Y.
Cushman-Hollis Co.,	Auburn, Me.
Cort, Charles,	Newark, N. J.
Clement & Ball S. Mfg. Co.,	Baltimore, Md.
Commonwealth Shoe & Lea. Co.,	Gardiner & Skowhegan, Me.
	Whitman, Mass.
Case Shoe Co., Chas.,	Worcester, Mass.
Curtis, Jones & Co.,	Reading, Pa.
Cort, Thomas,	Newark, N. J.
Chadwick, J. H. P.,	Marblehead, Mass.
Collins, C. M.,	Danville, N. H.
Croxton, Wood & Co.,	Philadelphia, Pa.
Caunt, Morris S. Co.,	Lynn, Mass.
City of Boston,	Rainsford Island.
Chan, Nickelsburg & Co.,	San Francisco, Cal.
Canedy-Clarke S. Co.,	North Adams, Mass.
Carter Shoe Co., J. W.,	Beverly, Mass.
Chaplin & Co., Geo. W.,	Georgetown, Mass.
Copeland & Ryder Co.,	Jefferson, Wis.
Carter Co., J. W.,	Nashville, Tenn.
Columbia Shoe Co.,	Sheboygan, Wis.
Carlisle Shoe Co.,	Carlisle, Pa.
Cogswell, James,	Lynn, Mass.
Chesley & Rugg,	Haverhill, Mass.
Chase & Sons, W. S.,	Haverhill, Mass.
Caunt & Co., Joseph,	Lynn, Mass.

California Shoe Co.,	Petaluma, Cal.
Corbin & Son, B. A.,	Webster, Mass.
Capen Shoe Co.,	Oregon City, Ore.
Cummings Co., D.,	South Berwick, Me.
Cropley & Bro., J. M.,	Reading, Mass.
Cushman, John A.,	Weymouth, Mass.
Claffin & Thayer,	Milford, Mass.
Chambersburg Shoe Co.,	Chambersburg, Pa.
Dickenson, E. M.	Fitchburg, Mass.
DeWolfe & Hassell	Conway, Mass.
Day, R. B.	Haverhill, Mass.
Desnoyers Shoe Co.,	St. Louis, Mo.
Davis Boot & Shoe Co.,	Richmond, Va.
Dowd, Edward	Natick, Mass.
Donovan, James	Littleton, N. H.
Dolgeville Felt Shoe Co.,	Dolgeville, N. Y.
Duluth Shoe Co.,	Duluth, Minn.
Daum, Geo. M., Shoe Co.,	Ripley, Ohio.
Driscoll, C. J.	Milford, Mass.
Dean, E. N.	Worcester, Mass.
Donovan & Co., James	Everett, Mass.
Driesbach, Wm.	Philadelphia, Pa.
Dichert, N. H.	New Oxford, Pa.
Dugan & Hudson Co.,	Rochester, N. Y.
Dore & Co., Benj.	Lynn, Mass.
Donovan & Co., D. A.	Lynn, Mass.
Dix, Robert Shoe Mfg. Co.,	Brooklyn, N. Y.
Dunn & McCarthy,	Auburn, N. Y.
Dickerson & Horn	Burlington, N. J.
Dengler, J. B.	Pottsville, Pa.
Dalton Shoe Mfg. Co.	Dalton, Mass.
Dyer, A. L.	Manchester, N. H.
Dayton & Co.,	Williamsport, Pa.
Dodge Brothers,	Newburyport, Mass.
Dodge & Bliss Co., N. D.	Newburyport, Mass.
Divac, Sharp & Co.,	Philadelphia, Pa.

Dreyer & Co., J. H.	Baltimore, Md.
Dearborn Brothers,	E. Candia, N. H.
Dalmasse, E.	Brooklyn, N. Y.
Durland-Thompson Shoe Co.	Honesdale, Pa.
Drew & Co., W. E.	Richmond, Va.
Douglas Shoe Co., W. L.	Brockton, Mass.
Davis Co., H. E.	Freeport, Me.
Doven Muehle, H. F. & Son Co.,	Holland, Mich.
Dolge Shoe Mfg. Co., Alfred	Los Angeles, Cal.
Dausch, G.	New York, N. Y.
Dean & Co., Chas. H.	Cochituate, Mass.
Daniels, L. S.	West Medway, Mass.
Donovan, James	Boston, Mass.
Dickinson, Jos.	Lynn, Mass.
Dietz, F. W.	New York City
Drury, D. A.	Spencer, Mass.
Dyer, Edward E.	No. Weymouth, Mass.
Deming & Wiggin	Lynn, Mass.
Drew-Selby Co.,	Portsmouth, Ohio
Duttenhofer Sons Co., Val.	Cincinnati, Ohio
Drew Co., Irving,	Portsmouth, O.
Dittman Boot & Shoe Co., Geo.,	St. Louis, Mo.
Durgin & Son, J. H.	Haverhill, Mass.
Donovan, Jas. P.	Brockton, Mass.
Diggs-Vanneman Shoe Mfg. Co.,	Baltimore, Md.
Dixon-Bartlett Co.,	Baltimore, Md.
Dorsch & Sons S. Mfg. Co., Wm.,	Newark, N. J.
Delaware River S. Mfg. Co.,	Beverly, N. J.
Dingley-Foss Shoe Co.,	Auburn, Me.
Doyle, T. S.,	New York, N. Y.
Dizer, M. C. & Co.,	E. Weymouth, Mass.
Eckhardt & Donovan Shoe Co.,	Lynn, Mass.
Emmert, W. H.	New Oxford, Pa.
Ennis, John,	Brooklyn, N. Y.
Engel-Cone Shoe Co.,	Lynn, Mass.
Ellsworth Shoe Co.,	Ellsworth, Me.

Emerson, W. A. & Son,	Hampstead, N. H.
Eureka Shoe Co.,	Manchester, N. H.
Elkin Shoe Co.,	Elkin, N. C.
Essex County Shoe Co.,	Salem, Mass.
East Chattanooga B. & S. Co.,	Chattanooga, Tenn.
Excelsior Shoe & Slipper Co.,	Cedarburg, Wis.
Exeter Boot & Shoe Co.,	Exeter, N. H.
Eaton, C. A. Co.,	Brockton, Mass.
Ebberts, John, Shoe Co.,	Buffalo, N. Y.
Easton Boot & Shoe Co.,	Easton, Pa.
Estabrook-Anderson Shoe Co.,	Nashua, N. H.
Eady Shoe Co.,	Otsego, Mich.
Excelsior Shoe Co.,	Portsmouth, O.
Ellett-Kendall Shoe Co.,	Kansas City, Mo.
Eureka Rap. Shoe Rep. Co.,	Springfield, O.
Evans Shoe Co.,	Napa, Cal.
Enterprise Shoe Mfg. Co.,	Brooklyn, N. Y.
Eisenhuth & Co., T. H.	Selins Grove, Pa.
Eagle Shoe Co., Inc.,	Newport News, Va.
Eastwood Co., Wm. & Son,	Rochester, N. Y.
Edwards & Co., Jas.,	Camden, N. J.
Ellis Co., C. A.	Newburyport, Mass.
Enemark, H. J. P.	Portland, Me.
Elkins & Co., M.,	Philadelphia, Pa.
Electric Shoe Rep. Co.,	McKeesport, Pa.
Endicott, Johnson & Co.,	Endicott, N. Y.
Eby Shoe Co.,	Lititz, Pa.
Emery & Marshall,	Haverhill, Mass.
Evans, L. B. & Son,	Wakefield, Mass.
Emery, Chas. P.,	Haverhill, Mass.
Foster, A. J.	Haverhill, Mass.
Fairfield Shoe Co.,	Lancaster, Ohio.
Felter Bros. Co.,	Newark, N. J.
Ferris, Isaac, Jr. Co.,	Camden, N. J.
Frye, John A., S. Co.,	Marlboro, Mass.
Felch, W. L., & Co.,	Natick, Mass.

Freeport S. Mfg. Co.,	Freeport, Ill.
Frink, A. S., & Co.,	Elkhart, Ind.
Force, George	Camden, N. J.
Force, Chas. P.	St. Mary's, Pa.
Finn, Austin	Philadelphia, Pa.
Forbush S. Mfg. Co.,	Buffalo, N. Y.
Faunce & Spinney,	Lynn, Mass.
Foss, Packard & Co.,	Auburn, Me.
Ford & Co., C. P.	Rochester, N. Y.
Fayter, Henry	Philadelphia, Pa.
Fox, David	Wilmington, Del.
Force, R. B.	Burlington, N. J.
Fuhrer, Henry	Baltimore, Md.
Field Co., Fred F.	Brockton, Mass.
Fisher, A. D.	Lynn, Mass.
Fatzinger, Chas. E.	Philadelphia, Pa.
Felter & Co.,	Newark, N. J.
French, Shriner & Urner,	Rockland, Mass.
Field Shoe Co., P. A.	Salem, Mass.
Forbush Shoe Co.,	Grafton, Mass.
Fox, Chas. K.	Haverhill, Mass.
Fitzpatrick Shoe Co.,	Stoughton, Mass.
Furber, Dudley L.	Dover, N. H.
Floren & Pehl,	Lowell, Mass.
Foster, C. H.	New York
Fuller & Co., C. S.	Salem, Mass.
Field, D. W.	Brockton, Mass.
Fosters Sons, W. C.	Rowley, Mass.
Finch Shoe Co.,	Springfield, Ohio.
Friedman Bros. S. Co.,	St. Louis, Mo.
Farmington Shoe Co.,	Farmington, N. H.
Frankfort S. Mfg. Co.,	Frankfort, Ky.
Foster & Co., John	Beloit, Wis.
Foot, Schulze & Co.,	St. Paul, Minn.
Florsheim & Co., Inc.,	Chicago, Ill.
Freiburg B. & S. Mfg. Co.,	Quincy, Ill.

Fargo & Phelps,	Chicago, Ill.
Fiebrick-Fox-Hilker S. Co.,	Racine, Wis.
Famous Shoe Rep. Co., The	Detroit, Mich.
Fyfe & Co., R. N.	Detroit, Mich.
Field & Co., Marshall	Chicago, Ill.
Factory Shoe Store	Los Angeles, Cal.
Foster & Sons, J. D.	Avon, Mass.
Field Bros. & Gross Co.,	Auburn, Me.
Finegan Shoe Co., Jas.	Philadelphia, Pa.
Golden Sporting Goods Co.,	Brockton, Mass.
George Bros.,	Fitchburg, Mass.
Gibbon, C. S.	Philadelphia, Pa.
Grover & Co., R. B.	Campello, Mass.
Green & Co., C. E.	Manchester, N. H.
Guthrie, T. H.	Newark, N. J.
Gregory-Strootman Shoe Co.,	Franklinville, N. Y.
Grossman, J.	New York, N. Y.
Gibbs Shoe Co., O. A.	Dover, N. H.
Griffin-White Shoe Co.,	Brooklyn, N. Y.
Garden City Shoe Co.,	Beverly, Mass.
Gokey, Geo. F.	Jamestown, N. Y.
Godman & Co., H. C.	Columbus, O.
Getz Shoe Mfg. Co., A.	Lancaster, O.
Gale Shoe Mfg. Co.,	Portsmouth, N. H.
Gale Shoe Mfg. Co.,	Haverhill, Mass.
Georgetown Boot & Shoe Co.,	Georgetown, Mass.
Glover & Co., Daniel	Salem, Mass.
Guthman, Carpenter & Telling,	Holland, Mich.
Goodbar Shoe Co.	St. Louis, Mo.
Gale Bros., Inc.	Exeter, N. H.
Griffin & Cogswell,	Manchester, N. H.
Goodrich & Co., H. B.	Haverhill, Mass.
Gorman, N. F.	Haverhill, Mass.
Green & Co., Daniel	Dolgeville, N. Y.
Genesee Shoe Co.,	Rochester, N. Y.
Garber, G. H.	Schuylkill Haven, Pa.

Gotzien & Co., C.	St. Paul, Minn.
Godon, H.	Chickasha, Indian Ter.
Green-Wheeler Shoe Co.	Fort Dodge, Ia.
Giesecke Boot & Shoe Mfg. Co.,	Jefferson City, Wis.
Green Bay Shoe Repairing Co.,	Green Bay, Wis.
Gopher Shoe Repair Wks.,	Duluth, Minn.
Garber, Michael	Mt. Vernon, Ohio.
Greeley, A. W.	Haverhill, Mass.
Goodyear Shoe Repair Co.,	Worcester, Mass.
Gokey Shoe Co., N. W.	Jamestown, N. Y.
Garside & Son, A.	New York City
Gray's Sons, H. H.	Syracuse, N. Y.
Gibbs, C. B.	Mt. Holly, N. J.
Griffith Bros. & Co.,	Braddock, Pa.
Hagerty, P., Shoe Co.	Wash. C. H., O.
Herold, Bertsch Shoe Co.	Grand Rapids, Mich.
Hogan, McMorrow & Tiek Co.,	Aurora, Ind.
Hercules B. & S. Co.,	Berkeley, Cal.
Harrisburg Shoe Mfg. Co.	Harrisburg, Pa.
Hine & Lynch,	Poughkeepsie, N. Y.
Hoag & Walden,	Lynn, Mass.
Hilliard & Tabor,	Haverhill, Mass.
Hodgdon, F. M.	Haverhill, Mass.
Hoyt, F. M. Shoe Co.,	Manchester, N. H.
Hagel Bros.,	Philadelphia, Pa.
Hussey & Hodgdon,	Haverhill, Mass.
Howard, C. A.	Boston, Mass.
Hagerty & Sullivan,	Randolph, Mass.
Howe & Stocker,	Lynn, Mass.
Haverhill Shoe Rep. Co.	Haverhill, Mass.
Hopkins, J. T.,	Salem, Mass.
Hennessey & Thompson,	Lynn, Mass.
Hodgdon Mfg. Co.,	Yarmouth, Me.
Howe, S. H., Shoe Co.	Marlboro, Mass.
Hall, Loring B. Co.,	Marlboro, Mass.
Houghton, Hebard & Warren,	Somersworth, N. H.

Hurd, J. H. & Son,	Dover, N. H.
Hibbard & Perkins Shoe Co.,	Burlington, Vt.
Halifax Shoe Co.,	Halifax, Pa.
Honest Shoe M. Co.,	Allentown, Pa.
Holmes, E. A. & F. A.	Eastport, Me.
Hartman, H.,	Haverhill, Mass.
Hirth, Krause & Co.,	Rockford, Mich.
Herrick, G. W. Shoe Co.	Lynn, Mass.
Honesdale Shoe Co.	Honesdale, Pa.
Hammonton Shoe Co.,	Hammonton, N. J.
Holt, Jacob F.	E. Candia, N. H.
Hathaway, Soule & Harrington M. Co.	New Bedford, Mass.
Hanan & Son,	Brooklyn, N. Y.
Heywood B. & S. Co.,	Worcester, Mass.
Hess & Bro., N.	Baltimore, Md.
Hess, Joseph,	Wilmington, Del.
Henne & Co., Wm.	New York, N. Y.
Harding, Sons & Co.	Ogdensburg, N. Y.
Howard & Foster,	Brockton, Mass.
Humphrey & Paine,	Marblehead, Mass.
Hammond, M. A.	Pleasantville, N. Y.
Hoyt & Rowe Co.,	Lynn, Mass.
Hallahan & Sons,	Philadelphia, Pa.
Hurley Shoe Co.,	Rockland, Mass.
Howard, Briggs & Pray Co.,	Auburn, Me.
Hoyt, Frank,	Lowell, Mass.
Huckins, Temple & Wood,	Milford, Mass.
Herman, J. M. & Co.,	Millis, Mass.
Harney Bros.,	Lynn, Mass.
Homan, Thos.,	Camden, N. J.
Hummelstown Shoe Co.,	Hummelstown, Pa.
Hennessey S. Mfg. Co.,	Cincinnati, O.
Hawkins, L. P.,	Portland, Me.
Howard & Staderker, H. R.	Rochester, N. Y.
Hutchinson, F. E.,	Haverhill, Mass.
Hudson Co. Catholic Protectory,	Arlington, N. J.

Holmes, C. M.,	Boston, Mass.
Harding, Jordan S. Co.,	New Sharon, Me.
Hunt-Hersey Co.,	Boston, Mass.
Huyett & Rhoades,	Birdsboro, Pa.
Hamlin, Horace H.	Augusta, Me.
Hamilton-Brown Shoe Co.,	St. Louis, Mo.
Huiskamp Bros. Co.,	Keokuk, Ia.
Heath, Chas. W.	Austin, Texas.
Helmets, Bettman Co.	Cincinnati, O.
Harnishfeger, F. W.,	Evansville, Ind.
Helming-McKenzie Co., The,	Cincinnati, O.
Hodgkins, S. G.	St. Louis, Mo.
Hogan Shoe Co., The	Cincinnati, O.
Holden, N. B.	Chicago, Ill.
Haynes-Webb Shoe Mfg. Co.,	Denver, Colo.
Hynds Mfg. Co., The J. G.	Nashville, Tenn.
Hagan & Johnson,	Fergus Falls, Minn.
Illinois Shoe Mfg. Co.,	Alton, Ill.
Ivory Shoe Co., The	Haverhill, Mass.
Ingalls, Wm. H.	Lynn, Mass.
Ireland & Grafton Co.,	Dover, N. H.
Jerseyville S. Mfg. Co.,	Jerseyville, Ill.
Jarchow, H. F.	Davenport, Iowa.
Jones, T. H. Shoe Co.,	Stoneham, Mass.
Johnston & Murphy,	Newark, N. J.
Jackman, A. H.	Nyack, N. Y.
Julian & Kokenge Co.,	Cincinnati, Ohio.
Jones S. Mfg. Co., D. M.	Columbus, O.
Johansen Bros. Shoe Co.,	St. Louis, Mo.
Johnson, H. C.	Chicago, Ill.
Jarvis, C. H.	St. Paul, Minn.
Jordan Shoe Co., The	Belleville, Ill.
Johnson & Co., L. S.	Lynn, Mass.
Jones, V. K. & A. H.	Lynn, Mass.
Johnson Bros. S. Mfg. Co.,	Hallowell, Me.
Jacobs, Whaley & Co.,	Brooklyn, N. Y.

Jacobs, H. & Sons,	New York, N. Y.
Joroleman Oliver Co.,	Rochester, N. Y.
Johnston & Baillie S. Co.,	Millersburg, Pa.
Jones, The Shoe Co.,	Columbus, Ohio.
Jones, E. & Co.,	Spencer, Mass.
Joslin, A. L.	Oxford, Mass.
Jefts, L. T. & Co.,	Hudson, Mass.
Johnson, C. W.	Natick, Mass.
Jenkins, J. W. Co.,	Rochester, N. Y.
Johnson, W. S. & Co.,	Putnam, Conn.
Johnson & Watson,	'Greensboro, N. C.
Kenmore Shoe Co.,	Fredericksburg, Va.
Knapp, J. A.,	Brockton, Mass.
Killam-Goller Land Co.,	Lynn, Mass.
King, Mrs. A. R.,	Lynn, Mass.
Krieder Shoe Co., A. S.,	Anville & Palmyra, Pa.
Keith Shoe Co., P. B.,	Campello, Mass.
Kingman & Co., F. C.,	Brockton, Mass.
Kelley, Chas. F.,	Chelsea, Mass.
Kimball, Alfred W. Shoe Co.,	So. Lawrence, Mass.
Kreider Shoe Mfg. Co.,	Elizabethtown, Pa.
King, R. E.,	Nyack, N. Y.
Kullman Salz & Co.,	Benisia, Cal.
Kaiser, C. & Son,	Detroit, Mich.
Koeber, Batstone,	Milwaukee, Wis.
Kentucky S. Mfg. Co.,	Eddyville, Ky.
Keystone Shoe Mfg. Co.,	Kutztown, Pa.
Krippendorf-Dittmann Co.,	Cincinnati, Ohio.
Keighley & Sons, Chas.,	Vineland, N. J.
Kilpatrick, Frank E.,	New Brunswick, N. J.
Krohn-Fechheimer & Co.,	Cincinnati, Ohio.
Keiffer Bros.,	New Orleans, La.
Kalt, Zimmers Mfg. Co.,	Milwaukee, Wis.
Koplo Bros.,	St. Louis, Mo.
Krippendorf-O'Neal Co.,	Cincinnati, O.
Kirkendall, F. P. & Co.,	Omaha, Neb.

Koplo, H.,	St. Louis, Mo.
Kutz Shoe Co., G. M.,	San Francisco, Cal.
Kenney & Co., L. W.,	Lynn, Mass.
Knights, J. Geo.,	Haverhill, Mass.
Krieger & Narath Mfg. Co.,	Brooklyn, N. Y.
Kimball, W. & V. O.,	Haverhill.
Kelly, John, Inc.,	Rochester, N. Y.
Keith Co., Geo. E.,	Brockton, Mass.
Keystone Shoe Co.,	Philadelphia, Pa.
Kepner Scott & Co.,	Orwigsburg, Pa.
Kelly-Evans Co.,	Brockton, Mass.
Knipe Bros.,	Ward Hill, Mass.
Keith & Pratt,	No. Middleboro, Mass.
Lancaster Shoe Co.,	Lancaster, Ohio
Littlefield, L. G.	Avon, Mass.
Lancaster, C. B. Shoe Co.,	Keene, N. H.
Long S. Mfg. Co., R. H.	So. Framingham, Mass.
Lord & Cotter,	Lynn, Mass.
Lacey Shoe Co.,	Cairo, Mich.
Lestershire Mfg. Co.,	Lestershire, N. Y.
Little, Maxwell & Co.,	Lynn, Mass.
Lester-Whitney S. Co.,	Macon, Ga.
Lynn Shoe Co.,	Lynn, Mass.
Leh & Co., H.	Allentown, Pa.
Lititz Shoe Co.,	Lititz, Pa.
Ludekins, Emil	Rochester, N. Y.
Leech Brothers,	Riverside, N. J.
Lowell Shoe Repair Co.,	Lowell, Mass.
Lewis Bros. & Broxholm	Rochester, N. Y.
Latteman B. & S. Mfg. Co., J. J.	New York City
Lancy, John, Jr.	Marblehead, Mass.
Lit Brothers,	Philadelphia, Pa.
Lounsbury, Mathewson & Co.,	So. Norwalk, Conn.
Leonard, Shaw & Dean	Middleboro, Mass.
Lane, William, Inc.,	Brooklyn, N. Y.
Lounsbury & Soule,	Stamford, Conn.

Leech, Mrs. Sophia	Burlington, N. J.
Lindner Shoe Co.,	Carlisle, Pa.
Luddy & Currier,	Dover, N. H.
Livingston, E. C.	New Oxford, Pa.
Lavinthal, Sam'l	Trenton, N. J.
Lewis Shoe Co., W. C.	Haverhill, Mass.
Lehigh Valley Shoe Co.,	Allentown, Pa.
Lenox Shoe Co.,	Philadelphia, Pa.
Lumberton Shoe Co.,	Lumberton, N. J.
Lapham, Geo. H.	Boston, Mass.
Leonard Shoe Co.,	Lynn, Mass.
LaCrosse Shoe Mfg. Co.,	LaCrosse, Wis.
Littleton Shoe Co.,	Littleton, N. H.
Lynn Shoe Co., W. R.	Auburn, Maine
Little & Co., A. E.	Lynn, Mass.
Lynn Enterprise S. Co.,	Lynn, Mass.
Legg, C. E.	Pontiac, Ill.
Lefavour, Herbert	Marblehead, Mass.
Leas & McVitty,	Philadelphia, Pa.
Lindenberg, H.	New Orleans, La.
Levi Shoe Co.,	Chicago, Ill.
Lee, W. H.	Memphis, Tenn.
Lake City Rep. Co.	Chicago, Ill.
Lucchesi Brothers,	San Antonio, Texas
Louisiana Shoe Factory,	New Orleans, La.
Long, R. H.	Chicago, Ill.
Logan Shoe Co.,	Hannibal, Mo.
Long, James M.	Peoria, Ill.
Levin Tanning Co.,	Santa Rosa, Cal.
Landis Shoe Co., J.	Palmyra, Pa.
Leonard & Barrows,	Bridgewater, Mass. and Bel- fast, Maine
Lunn-Lynn Shoe Co.,	Auburn, Maine
Lefavour & Co., D. D.	Salem, Mass.
Lewis & Son, Inc., G. W.	Burlington, N. J.
Laird, Schober & Co.,	Philadelphia, Pa.

Lefavour & Co., C. P.	Beverly, Mass.
Millard & Co., N. L.	No. Adams, Mass.
Martin, Patrick	Haverhill, "
Munroe, Packard & Linscott,	Auburn, Me.
Morning Star Shoe Co.,	Lynn, Mass.
McIntosh, J. W.	Marblehead, Mass.
Middlesex Shoe Co.,	New Brunswick, N. J.
Merrill, Porter & Co.,	Lynn, Mass.
Moore-Shafer S. Mfg. Co.,	Brockport, N. Y.
Morse & Logan,	Lynn, Mass.
Mans, Geo. E.	New Oxford, Pa.
Moulton & Co., C. H.	Brookfield, Mass.
Marcy Bros. Co.	Hartford, Conn.
Munnich Bros.,	Port Jarvis, N. Y.
Miller, Hess & Co.,	Akron, Pa.
Marion Shoe M. Co.,	Marion, O.
Murphy, Edw. F.	Whitman, Mass.
Minnesota Shoe Co.,	St. Paul, Minn.
Mass. Reformatory,	Concord, Mass.
McNamara, S. B.	Haverhill, "
Menihan & Gilchrist,	Rochester, N. Y.
Murphy B. & S. Co.,	Natick, Mass.
Modern Shoe Co.,	Pontiac, Ill.
Marks & Co., L. V.	Augusta, Ky.
Menzies Shoe Co.,	Detroit, Mich.
Missouri Slipper Co.,	St. Louis, Mo.
Mass. State Prison,	Charlestown, Mass.
Madden-Curtis S. Co.,	Medway, Mass.
Mann & Co., A. E.	Windsor, Vt.
Merriam Shoe Co., H. W.	Newton, N. J.
Mascoma Shoe Co.,	Lebanon, N. H.
Meldola & Coon,	Rochester, N. Y.
Mooney & Co., N. J.	Lynn, Mass.
Mottler, G. L.	Louisville, Ky.
Maloney Bros. Co.,	Rochester, N. Y.
Meier Shoe Co., John	St. Louis, Mo.

Munroe, F. W. & I. M.	Marblehead, Mass.
Mudge Shoe Co.,	Danvers, Mass.
McElwain Co., W. H.	Brockton, Mass.
Martin, Jonas	New Orleans, La.
Manss Shoe Mfg. Co.,	Cincinnati, O.
McLaren & Musson S. Co.,	Eau Claire, Wis.
Metrailler, A.	Little Rock, Ark.
Marzluff Co., F. M.	Janesville, Wis.
Mayer B. & S. Co., F.	Milwaukee, Wis.
Miller, Kohlhepp, Giese & Co.,	Cincinnati, O.
Monteleone, A.	New Orleans, La.
Miller Co., J.	Racine, Wis.
McCord-Harlow Shoe Co.,	St. Joseph, Mo.
Munster, A.	Dallas, Texas.
Moloney Shoe Co., John	Ludlow, Ky.
McDonald & Kiley Co., The	Cincinnati, O.
Milwaukee Shoe Repair Co.,	Milwaukee, Wis.
McBroom, Rubin A.	Mobile, Ala.
Mills, N. A.	Pittsfield, Mass.
Marshall & Co., C. S.	Brockton, Mass.
Muller, Adam	Newark, N. J.
Middleton Shoe Co.,	Middleton, Mass.
Mundell Shoe Co.,	Philadelphia, Pa.
Moulton, Clarence H.	Lynnfield, Mass.
Maynard Shoe Co.,	Claremont, N. H.
Milford Shoe Co.,	Milford, Mass.
McAvoy, H. J.	Pittsburg, Pa.
Medlar & Holmes S. Co.,	Philadelphia, Pa.
Millersburg S. Co.,	Millersburg, Pa.
Millett, Woodbury & Co.,	Beverly, Mass.
Morrison Shoe Co.,	Concord, N. H.
Melanson & Currier,	Lynn, Mass.
Miller-Hapgood S. Co.,	Lynn, Mass.
McBrearty, John	Philadelphia, Pa.
Merrill Shoe Co., Geo. D.	Lynn, Mass.
Murray Shoe Co.,	Lynn, Mass.

Mayer & Co., Alfred	Philadelphia, Pa.
Mt. Holly Shoe Co.,	Mt. Holly, N. J.
Minor & Son, P. W.	Batavia, N. Y.
Nutter Heel Co.,	Farmington, N. H.
Northwestern Felt Shoe Co.,	Webster City, Ia.
Nelson & Sons Co., J. S.	Grafton, Mass.
New York Wood Heel Co.,	New York, N. Y.
Northwood Union Shoe Co.,	Northwood, N. H.
National Shoemakers,	Lewiston, Me.
Nute Bros. Co.,	Auburn, Me.
Norton, N.	Gainesville, Tex.
North Star Shoe Co.,	Minneapolis, Minn.
Neenah B. & S. Mfg. Co.,	Neenah, Wis.
Noyes-Norman S. Co.,	St. Joseph, Mo.
Nu-Baby S. Co.,	Lynn, Mass.
Nahm Bros.,	Philadelphia, Pa.
Norman & Bennett, Inc.,	Boston, Mass.
Nugent Shoe Co.,	Rochester, N. Y.
Novelty Knitting Co.,	Phoenix Mills, N. Y.
Nettleton, A. E.	Syracuse, N. Y.
Newton & Co., J. R.	Philadelphia, Pa.
Nyack Shoe Co-op. Corp.,	Nyack, N. Y.
Newman & Co., A.	Philadelphia, Pa.
Nesmith Shoe Co.,	Brockton, Mass.
Normandy Co., The	Providence, R. I.
North Shore Shoe Co.,	Salem, Mass.
Newport Shoe Co.,	Newport, N. H.
No. Lebanon Shoe Fy.,	Lebanon, Pa.
Noyes & Co. Corp., A. B.	Georgetown, Mass.
Nutt & Co., W. H.	Natick, Mass.
O'Donnell, J. M.	Campello, Mass.
Osner S. Mfg. Co., Wm.	Chicago, Ill.
Olson & Swedburg,	Kansas City, Mo.
O'Connor & Goldberg,	Chicago, Ill.
Oriental Shoe Mfg. Co.,	Portsmouth, O.
Okarma, E. I.	Savannah, Ga.

O'Brien Shoe Co., J. F.	Rochester, N. Y.
O'Neil, W. J.	Portland, Me.
Orne & Grover,	Lynn, Mass.
Ohio Shoe Co.,	Lancaster, O.
O'Connell Co., John	Marlboro, Mass.
O'Brien, W. S.	Abington, Mass.
Osgood & Co., C. F.	Hammonton, N. J.
Old Colony Rand Co.,	Brockton, Mass.
O'Keefe, John	Newark, N. J.
Prince, Collins & Marston Co.,	Danvers, Mass.
Penn Heel & Innersole Co.,	Hanover, Penn.
Pickenbrock Shoe Mfg. Co., E. B.	Dubuque, Iowa.
Putnam & Cross	Lynn, Mass.
Pinkham, L. N.	Lynn, Mass.
Pilgrim Shoe Co.,	Danvers, Mass.
Pinkham Shoe Co., H. E.	Lynn, Mass.
Piehler Shoe Co.,	Rochester, N. Y.
Posner, A.	Brooklyn, N. Y.
Packnard & Co., N. R.	Brockton, Mass.
Parsons & Co., Jas.	Brooklyn, N. Y.
Packard & Co., M. A.	Brockton, Mass.
Piusker & Son, A.	Brooklyn, N. Y.
Perfection Shoe Co.,	Rochester, N. Y.
Prenzel & Co., A. H.,	Halifax, Pa.
Perry & Wood,	Beverly, Mass.
Penn Shoe Manf. Co.,	Reading, Pa.
Isaac Prouty & Co., Inc.,	Spencer, Mass.
Paff Shoe Co., Inc.,	Alexandria, Va.
Phelan & Sons, James,	Lynn, Mass.
Putnam & Co., A. H.,	Danvers, Mass.
Pine State Shoe Co.,	Norway, Maine.
Parker & Peakes,	Bangor, Me.
Pratt Shoe Co.,	Natick, Mass.
Pilling Shoe Co., John	Lowell, Mass.
Page, John J.	Haverhill, Mass.
Poor, C. E.	Haverhill, Mass.

Perkins, Hardy & Co.,	Derry, N. H.
Pillsbury, N. S. & R. N.	Derry, N. H.
Pontiac Shoe Mfg. Co.,	Pontiac, Ill.
Pleiffer & Co., Wm. F.	So. Natick, Mass.
Priesmeyer Shoe Co., A.	Jefferson City, Mo.
Page Belting Co.,	Concord, N. H.
Pecker & Co., C. D.	Lynn, Mass.
Parker Shoe Co., L. S.	Jefferson City, Mo.
Price Shoe Co., L.	Rochester, Ind.
Pierce & Co., S. L.	Cleveland, O.
Pumilia, Jos.	New Orleans, La.
Pingree Co.,	Detroit, Mich.
Plant & Marks S. Mfg. Co.,	Cincinnati, O.
Putnam & Co., H. J.	Minneapolis, Minn.
Peters Shoe Co.,	St. Louis, Mo.
Palma Shoe Co.,	Wanpun, Wis.
Portsmouth Shoe Co., The	Portsmouth, O.
Potter, J. M.	Cincinnati, O.
Perry-Lee Co.,	Athol, Mass.
Parker & Co., F. A.	Marblehead, Mass.
Pepperell Bldg. & Mfg. Assn.,	Pepperell, Mass.
Pincus, Julius	New York City
Plant Co., Thos. G.	Jamaica Plain, Mass.
Perkins, Linseott & Co.,	Rochester, N. H.
Phelan, Jeremiah Sons,	Rochester, N. Y.
Porter & Sons, Wm.	Lynn, Mass.
Quast, J. H. & Son,	Louisville, Ky.
Reynolds, L. W.	Brockton, Mass.
Randall, J. F.	So. Easton, Mass.
Renton, J. B. & Co.,	Lynn, Mass.
Rockaway Shoe Mfg. Co.,	Rockaway, N. J.
Rogers, A. S. Shoe Co.,	Chelsea, Mass.
Riverside Shoe Mfg. Co.,	Beardstown, Ill.
Richardson Shoe Co.,	Menominee, Mich.
Reed & Co., E. P.,	Rochester, N. Y.
Rose Shoe Mfg. Co.,	Rochester, N. Y.

Rehr Shoe Co.,	Orwigsburg, Pa.
Rowe & Swett,	E. Candia, N. H.
Richards & Brennan Co.,	Randolph, Mass.
Randall, J. W.,	Providence, R. I.
Ryan & Son, Maurice,	Brooklyn, N. Y.
Reis & Newman,	New York City.
Reliable Shoe Repairing Co.,	Pittsburg, Pa.
Robertson & Sons,	New York, N. Y.
Russ Co., J. W.,	Haverhill, Mass.
Reid, Peter,	New York, N. Y.
Reynolds, B. F.	Brockton, Mass.
Red Star Shoe Mfg. Co.,	Baltimore, Md.
Reliable Shoe Co.,	Orwigsburg, Pa.
Robertson, A. D.,	Rochester, N. Y.
Russ, T. M.,	Salem, N. H.
Rudy Co., Wm. B.,	Jonestown, Pa.
Reynolds Drake & Gabell Co.,	Brockton, Mass.
Rendell Shoe Co.,	Trenton, N. J.
Reed & Co., H. B.,	Manchester, N. H.
Rubberhide Co.,	Randolph, Mass.
Ruddock & Sons, Thos. S.,	Haverhill, Mass.
Rock Oak Shoe Repair Co.,	Boston, Mass.
Randall, Adams Co.,	Lynn, Mass.
Rusche & Co.,	Cincinnati, Ohio.
Rice & Hutchins, Inc.,	Boston, Mass.
Richardson, J. W.,	Reading, Mass.
Ridgeway, A. & Son,	Delanco, N. J.
Rogers, J. W.,	Salem, Mass.
Ratterman, A. B. & Sons,	Cincinnati, Ohio.
Rindge, Kalmbach Logie & Co.,	Grand Rapids, Mich.
Regent Shoe Mfg. Co.,	Omaha, Neb.
Reimer Bros. Shoe Co.,	Green Bay, Wis.
Riley Barker Shoe Co.,	Columbus, Ohio.
Ruffert, Chas.,	Chicago, Ill.
Rich Shoe Co.,	Milwaukee, Wis.
Roberts, Johnson & Rand Shoe Co.,	St. Louis, Mo.

Rosenberg & Sons, B.,	New Orleans, La.
Ramsfelder Erlich Co.,	Cincinnati, O.
Rottman Bros.,	Milwaukee, Wis.
Racine Shoe Mfg. Co.,	Racine, Wis.
Rapid Shoe Repairing Co.,	Pueblo, Col.
Rapid Shoe Repairing Co.,	Youngstown, Ohio.
Robinson Bros. Co.,	Salt Lake City, Utah.
Rae, Alex.	Augusta, Ga.
Richardson-Joyce Shoe Co.,	Harnellsville, N. Y.
Richardson & Co., J.	Elmira, N. Y.
Regal Shoe Co., Inc.,	Whitman, Mass.
Roney & Berger Co.,	Allentown, Pa.
Seavey & Co., F. A.	Beverly, Mass.
Studebaker Bros. Mfg. Co.,	South Bend, Ind.
Shortell & Son, M.	Salem, Mass.
Seymour & Jackson,	Lynn, Mass.
Spinney & Co., B. F.	Norway, Me.
Sherwood Shoe Co.,	Rochester, N. Y.
Standard Shoe Co.,	Buffalo, N. Y.
Schneider, Philip	Allentown, Pa.
Schneider Bros. & Co.,	Natick, Mass.
Straw & Co., L. G.	Salem, Mass.
Sparks Co., N. A.	Danvers, Mass.
Snedicor & Hathaway Co.,	Detroit, Mich.
Skyrm & Co., M.	Cleveland, O.
Silver & Son, Geo.	New York, N. Y.
Stillson-Kellogg S. Co.,	Tacoma, Wash.
Shields Union Labor S. Co.,	Buffalo, N. Y.
Strong & Garfield,	E. Weymouth, Mass.
Sing Sing Prison,	Ossining, N. Y.
Smith, Geo. H.	Bridgeport, Conn.
Stafford Bros.,	Burlington, N. J.
Schener & Sons, S.	New York, N. Y.
Spaulding & Swett Corp.,	Lowell, Mass.
Smith Shoe Co., A. A.	Hampden, Me.
Stetson Shoe Co.,	So. Weymouth, Mass.

Smith Co., A. F.	Lynn, Mass.
Schreir, Jos. A.	Rochester, N. Y.
Stanley, C. F.	Providence, R. I.
Smith & Herrick Co.,	Albany, N. Y.
Spaulding & Co., W. W.	Haverhill, Mass.
Schmidt, John G.	Philadelphia, Pa.
Shaw & Co., A. W.	Freeport, Me.
Strootman Co., John S.	Buffalo, N. Y.
Stevens, O. T.	Newton, N. H.
Sylvester, S.	New York, N. Y.
Saucony S. Mfg. Co.,	Kutztown, Pa.
Schuler Bros.,	New Bedford, Mass.
Schwaber, Jos.	Baltimore, Md.
Shipper, C. D. W.	Putnam, Conn.
Schreier Co., W. H.	Rochester, N. Y.
Shivers Shoe Fy., E. V.	Baltimore, Md.
Strohbeck, C. W.	Brooklyn, N. Y.
St. Croix Shoe Co.,	Calais, Me.
Smith Shoe Co., The G. Edwin	Columbus, O.
Southern Shoe Mfg. Co.,	St. Louis, Mo.
Schoenecker B. & S. Co., V.	Milwaukee, Wis.
Smaltz-Goodwin Co.,	Philadelphia, Pa.
Solomon Bros.,	Salt Lake City, Utah.
Selz, Schwab & Co.,	Chicago, Ill.
Standard Heel & Counter Co.,	St. Louis, Mo.
Scheffle Shoe Mfg. Co.,	Cincinnati, O.
So. Weymouth S. Co.,	So. Weymouth, Mass.
Schieren & Co., Chas. A.	New York, N. Y.
Star Shoe Co.,	Hannibal, Mo.
Sweet & Savory,	Marblehead, Mass.
Schoellkoffs Sons, J. F.	Buffalo, N. Y.
Simons & Homer,	Oil Mills, N. H.
Strum, N. F.	Jackson, Mich.
Shipley, Chas. P.	Kansas City, Mo.
Stern, Auer & Co.,	Cincinnati, O.
Shaft-Pierce S. Co.,	Faribault, Minn.

Sherburne, F. A.	Dennison, Texas.
Sachs Shoe Mfg. Co.,	Cincinnati, O.
Sharood Shoe Co.,	St. Paul, Minn.
Sullivan & Co., P.	Cincinnati, O.
Smith Shoe Co., J. P.	Chicago, Ill.
Smith, Jos.	Denver, Col.
Sorenson, S. T.	St. Paul, Minn.
Starner-Copeland Co., The	Columbus, O.
Sande, J. B.	Toledo, O.
Sapp, B. F.	Joplin, Mo.
Standard Shoe Repg. Co.,	Chicago, Ill.
Stouts Fy. Shoe Store,	Indianapolis, Ind.
Slien, Samuel	St. Louis, Mo.
Schneider, J. W.	Tacoma, Wash.
Siebe Shoe Co.,	San Francisco, Cal.
Stockton Shoe Mfg. Co.,	Stockton, Cal.
Schwind & Baner,	Portland, Ore.
Shubel, Fred	Lansing, Mich.
Slater & Morrill, Inc.,	So. Braintree, Mass.
Slorti, Frank	Providence, R. I.
Sarna, Abraham	Philadelphia, Pa.
Simmons & Hall,	Rockland, Mass.
Syracuse Shoe Mfg. Co.,	Syracuse, N. Y.
Standard Shoe Co.,	Mt. Holly, N. J.
Stover & Bean,	Lowell, Mass.
Soule Shoe School & Upper Co.,	Stoughton, Mass.
Stacy, Adams & Co.,	Brockton, Mass.
Sheppard & Myers Co.,	Hanover, Pa.
Senter, Walter	So. Kingston, N. H.
Snow Co., Geo. G.	Brockton, Mass.
Sorosis Shoe Co.,	Philadelphia, Pa.
Trimby Co., Thos. W.,	Rochester, N. Y.
Tibbets, J. E.,	Campello, Mass.
Terhune & Co., J. W.,	Rockland, Mass.
Taylor, E. E. Co.,	Brockton, Mass.
Todd Co., Fred S.,	Rochester, N. Y.

Theriault-Noodus & Burnham,	Haverhill, Mass.
Thayer, Maguire & Field,	Haverhill, Mass.
Tillett, Thos., Jr.,	Beverly, N. J.
Toseau, Jas. E.,	Jamestown, N. Y.
Timson & Co.,	Lynn, Mass.
Travers & Co., T. F.,	Lynn, Mass.
Tennessee S. Mfg. Co.,	Nashville, Tenn.
Tappan Shoe Mfg. Co.,	Coldwater, Mich.
Thomas, J. B. & Tarr,	Lynn, Mass.
Thurell, Batchelder & Co.,	Lynn, Mass.
Tracey, Chas. L.,	Towanda, Pa.
Tufts & Friedman,	Lynn, Mass.
Tilden, A. W.,	Weymouth, Mass.
Trash Bros. & Co.,	Epping, N. H.
Tuttle, Walter H. Co.,	Lynn, Mass.
Torrey, J. H. & T. H.,	No. Weymouth, Mass.
Troy Shoe Co.,	Troy, Pa.
Tuskegee Normal & Ind. Inst.,	Tuskegee, Ala.
Tanner Shoe Mfg. Co.,	Cincinnati, O.
Tilt, J. E. Shoe Company,	Chicago, Ill.
Tennent Shoe Company,	St. Louis, Mo.
The Tremper Shoe Mfg. Co.,	Portsmouth, O.
Tilt-Kenney Shoe Co.,	Chicago, Ill.
Thayer & Co., Inc., N. B.,	Milton Mills, N. H.
Tibbetts, H. A.,	Lynn, Mass.
Tannatt, J. C. Shoe Co.,	Brockton, Mass.
Taft & Buker,	Salem, Mass.
Thompson, F. J.,	Haverhill, Mass.
Thomas & Co.,	Brooklyn, N. Y.
Thompson Bros.,	Campello, Mass.
Terkanian & Co.,	Worcester, Mass.
Thayer & Osborne S. Co.,	Alton, N. H.
Terrell Shoe Co.,	Baltimore, Md.
Taylor Shoe Co., H.,	Philadelphia, Pa.
Utz & Dunn,	Rochester, N. Y.
Union Shoe Mfg. Co.,	Chillicothe, O.

Union Belt Co.,	Fall River Mass.
Uttenweiler-Kohler Co.,	Battle Creek, Mich.
United Workingmen's B. & S. Co.,	San Francisco, Cal.
Ulrich, Michael,	Buffalo, N. Y.
United States Shoe Co.,	E. Whitman, Mass.
Upham Bros. Co.,	Stoughton, Mass.
Usher, W. R. & Son,	Springvale, Me.
Union Shoe Making Co.,	St. Louis, Mo.
Union Shoe Mfg. Co.,	Ellsworth, Me.
Union Shoe Works,	Rockford, Ill.
Venor & Montgomery,	Rochester, N. Y.
Vaughan-Monnig Shoe Co.,	Jefferson City, Mo.
Vogel & Co., E.,	New York, N. Y.
Vickery, W. P. & Co.,	Marblehead, Mass.
Vogel Bros. Shoe Co.,	Louisville, Ky.
Walton & Logan,	Lynn, Mass.
Woodward & Wright,	Campello, Mass.
Williams Shoe Co.,	Cochituate, Mass.
Welch-Atwood Co.,	South Easton, Mass.
Waterbury & Son Co., S.	New York, N. Y.
Worthley, W. J.	Lynn, Mass.
Warsetz & Co., F.	Buffalo, N. Y.
Wilson, J. T.	Baltimore, Md.
Wood & Neel Co.,	Rochester, N. Y.
Webb, E. M.	Hartford, Ct.
Winchell & Co., Inc., J. H.	Haverhill, Mass.
Winchester Shoe Co.,	Buffalo, N. Y.
Williams, E. W.	Winona, Minn.
Wesson, J. E.	Worcester, Mass.
Webster, Ira J.	Haverhill, Mass.
Woodbury & Co., F. P.	Salem, N. H.
White River Shoe Co.,	Bristol, N. H.
Walcott & Co., J. W.	Natick, Mass.
Whitcomb & Paine,	Holbrook, Mass.
Wood & Co., J. T.	Ware, Mass.
Witt Shoe Co., Geo. D.	Lynchburg, Va.

Worcester Slipper Co.,	Worcester, Mass.
White S. & L. Co., A. W.	Thomaston, Ga.
Wilder & Co.,	Chicago, Ill.
Walden Shoe Co.,	Grand Haven, Mich.
Waverly Shoe Co.,	Lynn, Mass.
Washington Shoe Mfg. Co.,	Seattle, Wash.
Watson town Boot & Shoe Co.,	Watson town, Pa.
Webster, Geo. L.	Haverhill, Mass.
Welch and Kelly,	Camden, N. J.
Wallace, E. G. & E.	Rochester, N. H.
Wells & Co., M. D.	DeKalb, Ill.
Weinbrenner, Albert H.	Milwaukee, Wis.
White, Wm. B.	Brookfield, Mass.
White Shoe Co., D. D.	Taunton, Mass.
Whittredge, M. H.	Lynn, Mass.
Whitman & Keith,	Campello, Mass.
Wertheimer-Swarts Shoe Co.,	St. Louis, Mo.
Witchell Sons & Co., Ltd.,	Detroit, Mich.
Western Shoe Co.,	Janesville, Wis.
Watson-Plummer Shoe Co.,	Dixon, Ill.
Wolf Bros. & Co.,	Cincinnati, Ohio.
Wenz, F. & Son,	St. Joseph, Mo.
Western Shoe Co.,	Stillwater, Minn.
Western Shoe Rep'g. Co.,	Chicago, Ill.
Wolfe Bros. Shoe Co.,	Columbus, Q.
Wolfanger, Warthon & Co.,	Lincoln, Neb.
Weick, Ferdinand & Co.,	Cincinnati, Ohio.
Weyenburg Shoe Mfg. Co.,	Milwaukee, Wis.
Wilensky, M.	Savannah, Ga.
Wood & Co., R. T., Inc.,	Burlington, N. J.
Weil S. Co., Inc.,	Brooklyn, N. Y.
Walker, J. L.	Lynn, Mass.
Williams, Clark & Co.,	Lynn, Mass.
Wiggins & Son,	Marblehead, Mass.
Walsh & Co., W. E.	Lynn, Mass.
Waters Co., E. H.	Harrisburg, Pa.

Woodbury Shoe Co.,	Beverly, Mass.
Wright, Peters & Co.,	Rochester, N. Y.
Williams, Hoyt & Co.,	Rochester, N. Y.
Watson Shoe Co.,	Lynn, Mass.
Welch & Landregan,	Lynn, Mass.
Weber Bros.	No. Adams, Mass.
Wright, N. H.	Rochester, N. Y.
Wilson, Chas. E.	Lynn, Mass.
Wolfe Shoe Co.,	Allentown, Pa.
Wright, E. T. & Co.,	Rockland, Mass.
Walster, Geo. W.	Elmira, N. Y.
Williams, Kneeland & Co.,	So. Braintree, Mass.
Wise & Cooper,	Auburn, Maine.
White Dunham Shoe Co.,	Brockton, Mass.
Wickett and Gardiner,	Brooklyn, N. Y.
Xenia Shoe Mfg. Co.,	Xenia, Ohio.
York Shoe Mfg. Co.,	York, Pa.
Young, Frederick C.	Rochester, N. Y.
Zions Corp. Mer. Inst.,	Salt Lake City, Utah.
Ziegler Brothers,	Philadelphia, Pa.
Zulich & Co., J. S.	Orwigsburg, Pa.
Zimmerman Shoe Co.,	Pittsfield, Mass.

PLAINTIFF'S EXHIBIT 272.

[Put in Evidence, page 4298.]

SHOE MANUFACTURERS HOLDING MACHINES OF THE GOODYEAR,
LASTING, HEELING, OR METALLIC DEPARTMENTS OF THE
UNITED SHOE MACHINERY COMPANY ON JANUARY 1,
1905, ON INDEPENDENT, UNRESTRICTED
LEASES. TOTAL 943.

Alexandria Shoe Co.,	Alexandria, Va.
Alden, C. H. & Co.,	No. Abington, Mass.
Argus, Joseph,	Buffalo, N. Y.
Andrews, Joseph,	Burlington, N. J.
Albert, J.	Brooklyn, N. Y.
Aldrich, C. E. & Co.,	Farmington, N. H.

American Shoe Mfg. Co.,	Allentown, Penn.
Allen, J. S.,	Brockton, Mass.
Amazeen & Co.,	Milwaukee, Wis.
Allentown Shoe Mfg. Co.,	Allentown, Pa.
Andrews & Co.,	Everett, Mass.
Ackerman, Robert	Milwaukee, Wis.
Aborn, C. H. & Co.,	Lynn, Mass.
Ashe, Noyes & Small Co.,	Auburn, Me.
Aldrich, N. E.	St. Louis, Mo.
Arnold, M. N.	No. Abington, Mass.
Allen & McCaffrey Co., The	Cincinnati, O.
Adams & Curtis Shoe Co.,	Batesville, Ind.
App Bros.,	Fort Wayne, Ind.
Atlanta Leather Co.,	Atlanta, Ga.
Altschul, Julius,	Brooklyn, N. Y.
Albright & Co., H. S.	Landingville, Pa.
Allen Shoe Co., J. H.	Camden, N. J.
Allen & Co.,	Philadelphia, Pa.
Adams Shoe Co.,	Adamsdale, Pa.
Aaronson, B.	Mt. Holly, N. J.
Austin, Frank E.	Newton, N. H.
Armstrong & Co., D.	Rochester, N. Y.
Abbott & West,	Haverhill, Mass.
Alden, Walker & Wilde,	No. Weymouth, Mass.
Abrahams Shoe Mfg. Co.,	Brooklyn, N. Y.
Annar Shoe Co.	Philadelphia, Pa.
Burrows, J. A.,	Lynn, Mass.
Bolton Shoe Co.	Rochester, N. Y.
Blyn, S.	New York, N. Y.
Brewer, Parker & Co.	Lynn, Mass.
Brennan B. & S. Co.	Natick, Mass.
Boyd & Corey B. & S. Mfg. Co.	Marlboro, Mass.
Bridges Bros.,	Marblehead, Mass.
Blethen, Arthur A.	Lynn, Mass.
Bridges & Carroll,	Marblehead, Mass.
Breed Shoe Co.,	Rochester, N. H.

Budd Shoe Co., J. F.	Burlington, N. J.
Breed, F. W.	Marblehead, Mass.
Bay State Shoe & Leather Co.,	Sing Sing, N. Y.
Burt & Co., Geo. H.	E. Brookfield, Mass.
	Avon, Mass.
Bacon & Co., J. E.	Spencer, Mass.
Bell Shoe Co.,	Chelsea, Vt.
Burlington County Shoe Co.,	Mt. Holly, N. J.
Baker, Geo. & Son,	Brooklyn, N. Y.
Brown & Co., A. E.	Orwigsburg, Pa.
Barrows, A.	Campello, Mass.
Brigham, H. E.	Westboro, Mass.
Bonin & Leonard,	Haverhill, Mass.
Bullard & Co., D.	Spencer, Mass.
Burley & Stevens Co.,	Newburyport, Mass.
Baltimore B. & S. Co.,	Baltimore, Md.
Banister, Jas. A. & Co.,	Newark, N. J.
Buckingham & Hecht,	San Francisco, Cal.
Bielefeld & Spahn,	New York, N. Y.
Byers, W. R. Shoe Co.,	Columbus, Ohio.
Brown, J. & Sons,	Salem, Mass.
Black, Chas.	New York, N. Y.
Bluff City Shoe Co.,	Hannibal, Mo.
Bass, Geo. W. & Co.,	Milton, Maine.
Blake, Chas. E. & Co.,	Lynn, Mass.
Bradley, Metcalf Co.,	Milwaukee, Wis.
Butcher, William	Camden, N. J.
Bray, Stanley & Webber,	Beverly, Mass.
Brigham, J. W. & Co.,	Worcester, Mass.
Brigham's Sons, Geo. B.	Westboro, Mass.
Boyden Shoe Co.,	Newark, N. J.
Baker & Co., J. H.	Beverly, Mass.
Bertsch, Jos. Shoe Co.,	Rochester, N. Y.
Badger State Shoe Co.,	Milwaukee, Wis.
Bates & Co., A. J.	Webster, Mass.
Bay Shoe Co.,	Harrisburg, Pa.

Bell, W. H.	Pleasantville, N. Y.
Barnard Geo. & Co., Inc.,	Brooklyn, N. Y.
Bartlett, Albion	Lynn, Mass.
Buhrendorf, J. C.	New York, N. Y.
Buek & Ebers,	Philadelphia, Pa.
Benedict & Co.,	New Canaan, Ct.
Batchelder, C. S.	Beverly, Mass.
Bastian Shoe Mfg. Co.,	Burlington, N. J.
Bartels, Thelan & Co.,	Chelsea, Mass.
Brackett, W. D. & Co.,	Nashua, N. H.
Barker, Brown & Co.,	Huntington, Ind.
Brigham, F. & Gregory Co.,	Hudson, Mass.
Brett, C. M. Co.,	Hudson, Mass.
Brown, H. H. & Co.,	No. Brookfield, Mass.
Buck, E. A. & Co.,	Bangor, Maine.
Blum Shoe Co.,	Dansville, N. Y.
Brandau, Adam,	Detroit, Mich.
Belmont Shoe Co.,	Barnsville, O.
Baumgartel, Emil	Buffalo, N. Y.
Bedford Shoe Co.,	Carlisle, Pa.
Barton Shoe Co.,	Newburyport, Mass.
Burt & Co., Inc., E. W.	Lynn, Mass.
Blyn, Isaac	New York City, N. Y.
Bowker Shoe Mfg. Co., R. W.	Mt. Holly, N. J.
Brennan & White,	Brooklyn, N. Y.
Bell, Geo. W.	Pleasantville, N. Y.
Baldwin Mfg. Co.,	Milford, Conn.
Bennett & Taylor,	Lynn, Mass.
Birdsboro Shoe Mfg. Co.,	Birdsboro, Pa.
Bragdon & Son, O.	Portsmouth, N. H.
Banks & Co., H. P.	Baltimore, Md.
Boyd's Sons, James	New York, N. Y.
Brophy Bros. Shoe Co.,	Lynn, Mass.
Barry, T. D. Co.,	Brockton, Mass.
Bernhard & Nelson,	Brooklyn, N. Y.
Brockton Co-op B. & S. Co.,	Campello, Mass.

Bohr & Sons, N. C.	Waterville, N. Y.
Barker & Lord	Lynn, Mass.
Berry & Co., J. M.	Farmington, N. H.
Brown Shoe Co.,	St. Louis, Mo.
Buckley Shoe Co.,	Houston, Texas.
Basso, Jos.	New Orleans
Barton Bros.	Kansas City, Mo.
Boulter, Louis	St. Louis, Mo.
Bering Shoe Co.,	Cincinnati, Ohio.
Backhaus, C. A. Sons	New Orleans, La.
Beals & Torrey Shoe Co.,	Watertown, Wis.
Byers, W. R. & Co.,	Columbus, Ohio
Bruns, J. B. Shoe Mfg. Co.,	Jefferson City, Mo.
Berry & Co., A. H.	Portland, Maine.
Belonga Co., Geo. W.	Lynn, Mass.
Burt Co., E. C.	Brooklyn, N. Y.
Barke & Co.,	Philadelphia, Pa.
City of Boston,	Rainsford Island.
Cerat & Bowin,	Haverhill, Mass.
Cobb, Chas. H.	Lynn, Mass.
Clark, W. J.	Marblehead, Mass.
Century Shoe Mfg. Co.,	Macungie, Pa.
Cogan & Son, P.	Stoneham, Mass.
Craddock Terry Co.,	Lynchburg, Va.
Cass & Daley,	Salem, Mass.
Connolly Co., J. J.	Salem, Mass.
Clapp & Tapely,	Danvers, Mass.
Cushman Co., Ara,	Auburn, Maine.
Chipman & Pratt,	Marblehead, Mass.
Chase, Chamberlain & Co.,	Raymond, N. H.
Crafts, G. P.	Manchester, N. H.
Cogswell Shoe Co.,	Haverhill, Mass.
Cox, Edw. M. Co.,	W. Easton, Mass.
Crafts-Harrington & Co.,	Brockton, Mass.
Corcoran, Thos. & Son,	Lynn, Mass.
Cloutman, J. F. & Co.,	Farmington, N. H.

Carruthers-Jones Shoe Co.,	St. Louis, Mo.
Crescent City Shoe Co.,	Evansville, Ind.
C. & E. Shoe Co.,	Columbus, O.
Cone, R. W. & Co.,	Bridgewater, Mass.
Comfort Shoe Co.,	Albany, N. Y.
Cook & Co., J. A.	Lynn, Mass.
Cross, John H.,	Lynn, Mass.
Crossett & Co., Inc., L. A.,	No. Abington, Mass.
Clark, F. D.,	Newburyport, Mass.
Creighton, G. A. & Son,	Lynn, Mass.
Cramer Shoe Co., W. F.,	Catawissa, Pa.
Cushman & Hebert,	Lynn, Mass.
Chase-Merritt Co.,	Boston, Mass.
Churchill & Alden Co.,	Campello, Mass.
Cramer & Son, John	Brooklyn, N. Y.
Colmary, A. H. & Co.,	Baltimore, Md.
Cohen & Frank,	Brooklyn, N. Y.
Cox, A. T. & Son,	Portland, Me.
Cummings Co., The	Worcester, Mass.
Copeland, Ellis F.,	Brockton, Mass.
Clark, F. S. Co.,	Lynn, Mass.
Coburn Lewis Shoe Co.,	Boston, Mass.
Collins, L. W.	E. Kingston, N. H.
Casperson, Edward	Camden, N. J.
Cushman & Cushman,	Lynn, Mass.
Carroll Shoe Co., John A.	Baltimore, Md.
Coburn, Gauss & Co.,	Wolfboro, N. H.
Cygold Shoe Co.,	Brockton, Mass.
Cahill Holters Co.,	Cincinnati, O.
Courtney Shoe Co.,	St. Louis, Mo.
Carsey & Co., John M.	Greenville, Texas.
C. & C. Shoe Mfg. Co.,	Chicago, Ill.
Cole, Davis Co.,	Chicago, Ill.
Carhart Shoe Mfg. Co.,	Atlanta, Ga.
Conrad Shoe Co.,	Louisville, Ky.
Clapp & Son, Edwin	E. Weymouth, Mass.

Cousins, J. & T.	Brooklyn, N. Y.
Cushman-Hollis Co.,	Auburn, Me.
Cort, Chas.	Newark, N. J.
Clement & Ball Shoe Mfg. Co.,	Baltimore, Md.
Commonwealth Shoe & Lea. Co.,	Gardiner, Me. and Skowhegan, Me.
Commonwealth Shoe & Lea. Co.,	Whitman, Mass.
Case, Chas. Shoe Co.,	Worcester, Mass.
Curtis, Jones & Co.,	Reading, Pa.
Cort, Thomas	Newark, N. J.
Chadwick, J. H. P.	Marblehead, Mass.
Collins, C. M.	Dannville, N. H.
Croxton, Wood & Co.,	Philadelphia, Pa.
Caunt, Morris Shoe Co.,	Lynn, Mass.
Cahn, Nickelsburg & Co.,	San Francisco, Cal.,
Canidy-Clarke Shoe Co.,	No. Adams, Mass.
Carter Shoe Co., J. W.	Beverly, Mass.
Chaplin & Co., Geo. W.	Georgetown, Mass.
Copeland & Ryder Co.,	Jefferson, Wis.
Carter Co., J. W.	Nashville, Tenn.
Columbia Shoe Co.,	Sheboygan, Wis.
Carlisle Shoe Co.,	Carlisle, Pa.
Cogswell, James	Lynn, Mass.
Chesley & Rugg,	Haverhill, Mass.
Chase & Sons, W. S.	Haverhill, Mass.
Caunt & Co., Joseph	Lynn, Mass.
California Shoe Co.,	Pitaluma, Cal.
Corbin & Son, B. A.	Webster, Mass.
Capen Shoe Co.,	Oregon City, Ore.
Cummings Co., D.	So. Berwick, Me.
Cropley, J. M. & Bro.,	Reading, Mass.
Cushman, John A.	Weymouth, Mass.
Calfin & Thayer,	Milford, Mass.
Chambersburg Shoe Co.,	Chambersburg, Pa.
Condon Bros. & Co.,	Brockton, Mass.
Chick Bros.,	Haverhill, Mass.

Dickenson, E. M.	Fitchburg, Mass.
DeWolfe & Hassell,	Conway, Mass.
Day, R. B.	Haverhill, Mass.
Desnoyers Shoe Co.,	St. Louis, Mo.
Davis Boot & Shoe Co.,	Richmond, Va.
Dowd, Edward	Natick, Mass.
Donovan, James,	Littleton, N. H.
Dolgeville Felt Shoe Co.,	Dolgeville, N. Y.
Duluth Shoe Co.,	Duluth, Minn.
Daum, Geo. M. Shoe Co.,	Ripley, Ohio.
Driscoll, C. J.	Milford, Mass.
Donovan & Co., James	Everett, Mass.
Driesbach, Wm.	Philadelphia, Pa.
Dichert, W. H.	New Oxford, Pa.
Dugan & Hudson Co.,	Rochester, N. Y.
Dore & Co., Benj.	Lynn, Mass.
Donovan, D. A. & Co.,	Lynn, Mass.
Dix, Robert Shoe Mfg. Co.,	Brooklyn, N. Y.
Dunn & McCarthy,	Auburn, Me.
Dickerson & Horn,	Burlington, N. J.
Dengler, J. B.	Pottsville, Pa.
Dalton Shoe Mfg. Co.,	Dalton, Mass.
Dayton, J. E. & Co.,	Williamsport, Pa.
Dodge Bros.,	Newburyport, Mass.
N. D. Dodge & Bliss Co.,	Newburyport, Mass.
Divac, Sharp & Co.,	Philadelphia, Pa.
Dreyer, J. H. & Co.,	Baltimore, Md.
Dearborn Bros.,	E. Candia, N. H.
Dalmasse, E.	Brooklyn, N. Y.
Durland, Thompson Shoe Co.,	Honesdale, Pa.
Drew & Co., W. E.	Richmond, Va.
Douglas Shoe Co., W. L.	Brockton, Mass.
Davis, H. E. Co.,	Freeport, Maine.
Dovenmuehle, H. F. & Son Co.,	Holland, Mich.
Dolge, Alfred Shoe Mfg. Co.,	Los Angeles, Cal.
Dean, Chas. W. & Co.,	Cochituate, Mass.

Daniels, L. S.	West Medway, Mass.
Donovan, James	Boston, Mass.
Dickinson, Jas.	Lynn, Mass.
Dutz, F. W.	New York, N. Y.
Drury, D. A.	Spencer, Mass.
Dyer, Edward E.	No. Weymouth, Mass.
Deming & Wiggin,	Lynn, Mass.
Drew Selby Co.,	Portsmouth, Ohio.
Duttenhofer, Val Sons Co.,	Cincinnati, Ohio.
Drew, Irving Co.,	Portsmouth, Ohio.
Dittman, Geo. F. Boot & Shoe Co.,	St. Louis, Mo.
Durgin & Son, J. H.	Haverhill, Mass.
Donovan, Jas. R.	Brockton, Mass.
Diggs-Vanneman Shoe Mfg. Co.,	Baltimore, Md.
Dixon-Bartlett Co.,	Baltimore, Md.
Darsch & Sons Shoe Mfg. Co., Wm.	Newark, N. J.
Delaware River Shoe Mfg. Co.,	Beverly, N. J.
Dingley-Foss Shoe Co.,	Auburn, Maine.
Dizer, M. C. & Co.,	E. Weymouth, Mass.
Eckhardt & Donovan Shoe Co.,	Lynn, Mass.
Emmert, N. H.	New Oxford, Pa.
Ennis, John	Brooklyn, N. Y.
Engel Cone Shoe Co.,	Lynn, Mass.
Ellsworth Shoe Co.,	Ellsworth, Me.
Ellis, C. A. & Co.,	Newburyport, Mass.
Emerson, W. A. & Son,	Hampstead, N. H.
Eureka Shoe Co.,	Manchester, N. H.
Elkin Shoe Co.,	Elkin, N. C.
Essex Shoe Co.,	Salem, Mass.
East Chattanooga Boot & Shoe Co.,	E. Chattanooga, Tenn.
Excelsior Shoe & Slipper Co.,	Cedarsburg, Wis.
Exeter Boot & Shoe Co.,	Exeter, N. H.
Eaton, Chas. A. Co.,	Brockton, Mass.
Ebberts Shoe Co., John	Buffalo, N. Y.
Easton Boot & Shoe Co.,	Easton, Pa.

Estabrook, Anderson Shoe Co.,	Nashua, N. H.
Eady Shoe Co.,	Otsego, Mich.
Excelsior Shoe Co.,	Portsmouth, Ohio.
Ellett, Kendall Shoe Co.,	Kansas City, Mo.
Evans Shoe Co.,	Napa, Cal.
Enterprise Shoe Mfg. Co.,	Brooklyn, N. Y.
Eisenhuth & Co., T. H.	Selins Grove, Pa.
Eagle Shoe Co., Inc.,	Newport News, Va.
Eastwood, Co., Wm. & Son,	Rochester, N. Y.
Edwards & Co., Jas.	Camden, N. J.
Elkins & Co., M.	Philadelphia, Pa.
Endicott, Johnson & Co.,	Endicott, N. Y.
Eby Shoe Co.,	Lititz, Pa.
Emery & Marshall,	Haverhill, Mass.
Evans, L. B. Son,	Wakefield, Mass.
Emery, Chas. P.	Haverhill, Mass.
Foster, A. J.	Haverhill, Mass.
Fairfield Shoe Co.,	Lancaster, Ohio.
Felter Bros. Co.,	Newark, N. J.
Ferris, Isaac, Jr., Co.,	Camden, N. J.
Frye, John A. Shoe Co.,	Marlboro, Mass.
Felch & Co.,	Natick, Mass.
Freeport Shoe Mfg. Co.,	Freeport, Ill.
Force, Geo.	Camden, N. J.
Force, Chas. P.	St. Mary's Pa.
Forbush Shoe Mfg. Co.,	Buffalo, N. Y.
Faunce & Spinney,	Lynn, Mass.
Foss, Packard & Co.,	Auburn, Maine.
Ford & Co., C. B.	Rochester, N. Y.
Fox, David	Wilmington, Del.
Force, R. B.	Burlington, N. J.
Fuhner, Henry	Baltimore, Md.
Field Co., Fred F.	Brockton, Mass.
Fisher, A. D.	Lynn, Mass.
Fatzinger, Chas. E.	Philadelphia, Pa.
Felter & Co.,	Newark, N. J.

French, Shriner & Urner,	Rockland, Mass.
Field Shoe Co., P. A.	Salem, Mass.
Forbush Shoe Co.,	Grafton, Mass.
Fox, Chas. K.	Haverhill, Mass.
Fitzpatrick Shoe Co.,	Stoughton, Mass.
Furber, Dudley L.	Dover, N. H.
Fuller, C. S. & Co.,	Salem, Mass.
Field, D. W.	Brockton, Mass.
Foster's Sons, N. C.	Rawley, Mass.
Finch Shoe Co.,	Springfield, Ohio.
Freedman Bros. Shoe Co.,	St. Louis, Mo.
Farmington Shoe Co.,	Farmington, N. H.
Frankfort Shoe Mfg. Co.,	Frankfort, Ky.
Foster, John & Co.,	Beloit, Wis.
Foot, Schulze Co.,	St. Paul, Minn.
Florsheim & Co., Inc.,	Chicago, Ill.
Freiburg, B. & S. Mfg. Co.,	Quincy, Ill.
Fargo & Phelps,	Chicago, Ill.
Fillbrick-Fox-Hilker Shoe Co.,	Racine, Wis.
Foster & Sons, J. A.	Avon, Mass.
Field Bros. & Gross Co.,	Auburn, Maine.
Finnegan Shoe Co., Jas.	Philadelphia, Pa.
Golden Sporting Goods Co.,	Brockton, Mass.
Gibbon, C. S.,	Philadelphia, Pa.
Grover & Co., R. B.	Campello, Mass.
C. E. Green & Co.,	Manchester, N. H.
Gregory Strootman Shoe Co.,	Franklinville, N. Y.
Grossman, J.	New York.
Gibbs Shoe Co., O. A.	Dover, N. H.
Griffin White Shoe Co.,	Brooklyn, N. Y.
Garden City Shoe Co.,	Beverly, Mass.
Gokey, Geo. F.	Jamestown, N. Y.
Godman, H. C. & Co.,	Columbus, O.
Getz, A., Shoe Mfg. Co.,	Lancaster, O.
Gale Shoe Mfg. Co.,	Portsmouth, N. H.
Gale Shoe Mfg. Co.,	Haverhill, Mass.

Georgetown Boot & Shoe Co.,	Georgetown, Mass.
Glover, Daniel & Co.,	Salem, Mass.
Guthman, Carpenter & Telling,	Holland, Mich.
Goodbar Shoe Co.,	St. Louis, Mo.
Gale Bros., Inc.,	Exeter, N. H.
Griffin & Cogswell,	Manchester, N. H.
H. B. Goodrich & Co.,	Haverhill, Mass.
N. F. Gorman,	Haverhill, Mass.
Green & Co., Daniel	Dolgeville, N. Y.
Genesee Shoe Co.,	Rochester, N. Y.
Gerber, G. H.	Schuylkill Haven, Pa.
C. Gotzian & Co.,	St. Paul, Minn.
F. H. Godon,	Chickasha, Ind. Ter.
Green Wheeler Shoe Co.,	Dodge, Ia.
Giesecke Boot & Mfg. Co.,	Jefferson City, Mo.
Greely, A. W.	Haverhill, Mass.
Gokey Shoe Co., N. W.	Jamestown, N. Y.
Garside Son, A.	New York City.
Gray's Sons, H. H.	Syracuse, N. Y.
Gibbs, C. B.	Mt. Holly, N. J.
Hagerty, P. Shoe Co.,	Washington Court House, Ohio.
Herold, Bertsch Shoe Co.,	Grand Rapids, Mich.
Hogan, McMorrow & Tieke Co.,	Aurora, Ind.
Harrisburg Shoe Mfg. Co.,	Harrisburg, Pa.
Hine & Lynch,	Poughkeepsie, N. Y.
Hoag & Walden,	Lynn, Mass.
Hilliard & Tabor,	Haverhill, Mass.
Hodgdon, F. M.	Haverhill, Mass.
Hoyt, F. M. Shoe Co.,	Manchester, N. H.
Hagel Bros.,	Philadelphia, Pa.
Hussey & Hodgdon,	Haverhill, Mass.
Hodgdon Mfg. Co.,	Yarmouth, Maine.
Hagerty & Sullivan,	Randolph, Mass.
Howe & Stocker,	Lynn, Mass.
Hopkins, J. T.	Salem, Mass.
Hennessey & Thompson,	Lynn, Mass.

Howe, S. H. Shoe Co.,	Marlboro, Mass.
Hall, Loring B. Co.,	Marlboro, Mass.
Houghton, Hebard & Warren,	Somersworth, N. H.
Hurd, J. H. & Son,	Dover, N. H.
Hibbard & Perkins Shoe Co.,	Burlington, Vt.
Halifax Shoe Co.,	Halifax, Pa.
Honest Shoe Mfg. Co.,	Allentown, Pa.
Holmes, E. A. & F. A.	Eastport, Maine.
Hirth, Krause & Co.,	Rockford, Mich.
Herrick, G. W. Shoe Co.,	Lynn, Mass.
Honesdale Shoe Co.,	Honesdale, Pa.
Hammonton Shoe Co.,	Hanumonton, N. J.
Holt, Jacob F.	East Candia, N. H.
Hathaway, Soule & Harrington, Inc.,	New Bedford, Mass.
Hanan & Son,	Brooklyn, N. Y.
Heywood Boot & Shoe Co.,	Worcester, Mass.
Hess, N. & Bro.,	Baltimore, Md.
Henne, William & Co.,	New York, N. Y.
Harding Sons & Co.,	Ogdensburg, N. Y.
Howard & Foster,	Brockton, Mass.
Humphrey & Paine,	Marblehead, Mass.
Hammond, M. F.	Pleasantville, N. Y.
Hoyt, Rowe & Co.,	Lynn, Mass.
Hallahan & Sons,	Philadelphia, Pa.
Hurley Shoe Co.,	Rockland, Mass.
Howard Briggs & Pray Co.,	Auburn, Maine.
Hoyt, Frank	Lowell, Mass.
Huckins, Temple & Wood,	Milford, Mass.
Herman, J. M. & Co.,	Millis, Mass.
Harney Bros.,	Lynn, Mass.
Hummelstown Shoe Co.,	Hummelstown, Pa.
Hennessey Shoe Mfg. Co.,	Cincinnati, Ohio.
Hawkins, L. P.	Portland, Maine.
Howard & Stadeker, H. R.	Rochester, N. Y.
Hutchinson, F. E.	Haverhill, Mass.
Hudson County Catholic Protectory,	Arlington, N. J.

Holmes, C. M.	Boston, Mass.
Harding, Jordan Shoe Co.,	New Sharon, Maine.
Huyett & Rhoades,	Birdsboro, Pa.
Hamilton, Brown Shoe Co.,	St. Louis, Mo.
Huiskamp Bros. Co.,	Keokuk, Iowa.
Helmets, Bettman & Co.,	Cincinnati, Ohio.
Harnishfeger, F. W.	Evansville, Ind.
Helming, McKenzie Shoe Co., The	Cincinnati, Ohio.
Hodgkins, S. G.	St. Louis, Mo.
Hogan Shoe Co., The	Cincinnati, Ohio.
Hynds, J. G. Shoe Mfg. Co.,	Nashville, Tenn.
Hercules Boot & Shoe Co.,	Berkley, Cal.
Illinois Shoe Mfg. Co.,	Alton, Ill.
Ivory Shoe Co., The	Haverhill, Mass.
Ingalls, Wm. H.	Lynn, Mass.
Ireland & Grafton Co.,	Dover, N. H.
Jones, T. H. Shoe Co.,	Stoneham, Mass.
Johnston & Murphy,	Newark, N. J.
Jackman, A. H.	Nyack, N. Y.
Julian & Kokenge Co.,	Cincinnati, Ohio.
Jones, D. M. Shoe Mfg. Co.,	Columbus, Ohio.
Johansen Bros. Shoe Co.,	St. Louis, Mo.
Jordan, H. Shoe Co.,	Belleville, Ill.
Johnson & Co., L. S.	Lynn, Mass.
Jones, V. K. & A. H.	Lynn, Mass.
Johnson Bros. Shoe Mfg. Co.,	Hallowell, Maine.
Jacobs, Whaley & Co.,	Brooklyn, N. Y.
Jacobs, H. & Sons,	New York City, N. Y.
Joroleman Oliver Co.,	Rochester, N. Y.
Johnston & Baillie Shoe Co.,	Millersburg, Pa.
Jones, The Shoe Co.,	Columbus, Ohio.
Jones, E. & Co.,	Spencer, Mass.
Joslin, A. L.	Oxford, Mass.
Jefts, L. T. & Co.,	Hudson, Mass.
Johnson, C. W.	Natick, Mass.
Jenkins, J. W. Co.,	Rochester, N. Y.

Johnson, W. S. & Co.,	Putnam, Conn.
Johnson & Watson,	Greensboro, N. C.
Jerseyville Shoe Mfg. Co.,	Jerseyville, Ill.
Jarchow, H. F.	Davenport, Iowa.
Kenmore Shoe Co.,	Fredericksburg, Va.
Knapp, J. A.	Brockton, Mass.
Kellam-Goller & Land Co.,	Lynn, Mass.
King, Mrs. A. R.	Lynn, Mass.
Kreider, A. S. Shoe Co.,	Annaville & Palmyra, Pa.
Keith Shoe Co., Preston B.	Campello, Mass.
Kingman, F. C. & Co.,	Brockton, Mass.
Kelley, Chas. F.	Chelsea, Mass.
Kimball, Alfred W. Shoe Co.,	So. Lawrence, Mass.
Kreider Shoe Mfg. Co.,	Elizabethtown, Pa.
King, R. E.	Nyack, N. Y.
Kaiser, C. & Son,	Detroit, Mich.
Koeber, Batstone,	Milwaukee, Wis.
Kentucky Shoe Mfg. Co.,	Eddyville, Ky.
Keystone Shoe Mfg. Co.,	Kutztown, Pa.
Krippendorf-Dittmann Co.,	Cincinnati, Ohio.
Keighley & Sons, Chas.	Vineland, N. J.
Kilpatrick, Frank E.	New Brunswick, N. J.
Krohn, Fechheimer & Co.,	Cincinnati, Ohio.
Keiffer Bros.,	New Orleans, La.
Kolt, Zimmers Mfg. Co.,	Milwaukee, Wis.
Krippendorf, O'Neil Co.,	Cincinnati, Ohio.
Kirkendall, T. P. & Co.,	Omaha, Neb.
Kutz, G. M. Shoe Co.,	San Francisco, Cal.
Kenney & Co., L. W.	Lynn, Mass.
Knights, J. Geo.	Haverhill, Mass.
Krieger & Narath Mfg. Co.,	Brooklyn, N. Y.
Kimball, W. & V. O.	Haverhill, Mass.
Kelly, John, Inc.,	Rochester, N. Y.
Keith Co., Geo. E.	Brockton, Mass.
Keystone Shoe Co.,	Philadelphia, Pa.
Kepner, Scott & Co.,	Orwigsburg, Pa.

Kelly, Evans Co.,	Brockton, Mass.
Knipe Bros.,	Ward Hill, Mass.
Keith & Pratt,	No. Middleboro. Mass.
Lancaster Shoe Co.,	Lancaster, O.
Littlefield, L. G.	Avon, Mass.
Lancaster, C. B. Shoe Co.,	Keene, N. H.
R. H. Long Shoe Mfg. Co.,	So. Framingham, Mass.
Lord & Cotter,	Lynn, Mass.
Lacey Shoe Co.,	Cairo, Mich.
Lestershire Mfg. Co.,	Lestershire, N. Y.
Little, Maxwell & Co.,	Lynn, Mass.
Lynn Shoe Co.,	Lynn, Mass.
Leh & Co., H.	Allentown, Pa.
Lititz Shoe Co.,	Lititz, Pa.
Ludekins, Emil	Rochester, N. Y.
Leech Brothers,	Riverside, N. J.
Levis, Bros. & Broxholm	Rochester, N. Y.
Latteman B. & S. Mfg. Co., J. J.	New York City, N. Y.
Lancy, John, Jr.	Marblehead, Mass.
Lounsbury, Mathewson & Co.,	So. Norwalk, Conn.
Leonard, Shaw & Dean,	Middleboro, Mass.
Lane, William, Inc.,	Brooklyn, N. Y.
Lounsbury & Soule,	Stamford, Conn.
Leech, Mrs. Sophia	Burlington, N. J.
Lindner Shoe Co.,	Carlisle, Pa.
Luddy & Currier,	Dover, N. H.
Livingston, C. E.	New Oxford, Pa.
Lavinthal, Sam'l	Trenton, N. J.
Lewis Shoe Co., W. C.	Haverhill, Mass.
Lehigh Valley Shoe Co.,	Allentown, Pa.
Lenox Shoe Co.,	Philadelphia, Pa.
Lumberton Shoe Co.,	Lumberton, N. J.
Leonard Shoe Co.,	Lynn, Mass.
LaCrosse Shoe Mfg. Co.,	LaCrosse, Wis.
Littleton Shoe Co.,	Littleton, N. H.
Lynn Shoe Co., W. R.	Auburn, Maine.

Little & Co., A. E.	Lynn, Mass.
Lynn Enterprise Shoe Co.,	Lynn, Mass.
Legg, C. E.	Pontiac, Ill.
Lefavour, Herbert	Marblehead, Mass.
Leas & McVitty,	Phila., Pa.
Lindenberg, H.	New Orleans, La.
Levi Shoe Co.,	Chicago, Ill.
Lee, W. H.	Memphis, Tenn.
Lucchesi Brothers,	San Antonio, Texas.
Louisiana Shoe Factory,	New Orleans, La.
Levin Tanning Co.,	Santa Rosa, Cal.
Landis, J. Shoe Co.,	Palmyra, Pa.
Leonard & Barrows,	Belfast, Me., & Bridgewater, Mass.
Lunn-Lynn Shoe Co.,	Auburn, Maine.
Lefavour & Co., D. D.	Salem, Mass.
Lewis & Son, Inc., G. W.	Burlington, N. J.
Laird, Schober & Co.,	Phila., Pa.
Lefavour & Co., C. P.	Beverly, Mass.
Millard & Co., N. L.	No. Adams, Mass.
Munroe, Packard & Linscott,	Auburn, Maine.
Morning Star Shoe Co.,	Lynn, Mass.
McIntosh, J. W.	Marblehead, Mass.
Middlesex Shoe Co.,	New Brunswick, N. J.
Merrill, Porter & Co.,	Lynn, Mass.
Moore Shafer S. Mfg. Co.,	Brockport, N. Y.
Morse & Logan,	Lynn, Mass.
Mans, Geo. E.	New Oxford, Pa.
Moulton & Co., C. H.	Brookfield, Mass.
Marcy Bros. Co.,	Hartford, Ct.
Munnich Bros.,	Port Jarvis, N. Y.
Miller, Hess & Co.,	Akron, Pa.
Marion Shoe Mfg. Co.,	Marion, Ohio.
Murphy, Edw. F.	Whitman, Mass.
Minnesota Shoe Co.,	St. Paul, Minn.
Mass. Reformatory,	Concord, Mass.

McNamara, S. B.	Haverhill, Mass.
Menihan & Gilchrist,	Rochester, N. Y.
Murphy Boot & Shoe Co.,	Natick, Mass.
Modern Shoe Co.,	Pontiac, Ill.
Marks & Co., L. V.	Augusta, Ky.
Menzies Shoe Co.,	Detroit, Mich.
Missouri Slipper Co.,	St. Louis, Mo.
Mass. State Prison,	Charlestown, Mass.
Madden-Curtis S. Co.,	Medway, Mass.
Mann, A. E. & Co.	Windsor, Vt.
Merriam, H. W. Shoe Co.,	Newton, N. J.
Mascoma Shoe Co.,	Lebanon, N. H.
Meldola & Coon,	Rochester, N. Y.
Mooney & Co., N. J.	Lynn, Mass.
Mottler, G. L.	Louisville, Ky.
Moloney Bros. Co.,	Rochester, N. Y.
Meier Shoe Co., John	St. Louis, Mo.
Munroe, F. W. & I. M.	Marblehead, Mass.
Mudge Shoe Co.,	Danvers, Mass.
McElwain Co., W. H.	Brockton, Mass.
Martin, Jonas	New Orleans, La.
Mauss Shoe Mfg. Co.,	Cincinnati, Ohio.
McLaren & Musson S. Co.,	Eau Claire, Wis.
Metrailer, A.	Little Rock, Ark.
Marzluff, F. M. Co.,	Janesville, Wis.
Mayer Boot & Shoe Co., F.	Milwaukee, Wis.
Miller, Kohlhepp, Grise & Co.,	Cincinnati, Ohio.
Monteleone, A.	New Orleans, La.
Miller, J. Co.,	Racine, Wis.
McCord-Harlow Shoe Co.,	St. Joseph, Mo.
Munster, A.	Dallas, Texas.
Moloney Shoe Co., John	Ludlow, Ky.
McDonald & Kiley Co., The	Cincinnati, Ohio.
Mills, N. A.	Pittsfield, Mass.
Marshall, C. S. & Co.,	Brockton, Mass.
Muller, Adam	Newark, N. J.

Middleton Shoe Co.,	Middleton, Mass.
Mundell Shoe Co.,	Philadelphia, Pa.
Moulton, Clarence H.	Lynnfield, Mass.
Maynard Shoe Co.,	Claremont, N. H.
Milford Shoe Co.,	Milford, Mass.
Millersburg Shoe Co.,	Millersburg, Pa.
Medlar & Holmes S. Co.,	Philadelphia, Pa.
Millett, Woodbury & Co.,	Beverly, Mass.
Morrison Shoe Co.,	Concord, N. H.
Melanson & Carrier,	Lynn, Mass.
Miller-Hapgood S. Co.,	Lynn, Mass.
McBrearty, John	Philadelphia, Pa.
Merrill Shoe Co., Geo. D.	Lynn, Mass.
Murray Shoe Co.,	Lynn, Mass.
Mayer, Alfred & Co.,	Philadelphia, Pa.
Mt. Holly Shoe Co.,	Mt. Holly, N. J.
Minor & Son, P. W.	Batavia, N. Y.
Northwestern Felt S. Co.,	Webster City, Iowa.
Nelson, J. S. Sons Co.,	Grafton, Mass.
Northwood Union Shoe Co.,	Northwood, N. H.
National Shoemakers,	Lewiston, Me.
Nute Bros. Co.,	Auburn, Me.
Norton, N.	Gainesville, Texas.
North Star Shoe Co.,	Minneapolis, Minn.
Neenah B. & S. Mfg. Co.,	Neenah, Wis.
Noyes, Norman Shoe Co.,	St. Joseph, Mo.
Nu-Baby Shoe Co.,	Lynn, Mass.
Nahm Bros.,	Philadelphia, Pa.
Norman & Bennett, Inc.,	Boston, Mass.
Nugent Shoe Co.,	Rochester, N. Y.
Novelty Knitting Co.,	Phoenix Mills, N. Y.
Nettleton, A. E.	Syracuse, N. Y.
Newton, J. R. & Co.,	Philadelphia, Pa.
Nyack Shoe Co-op. Corp.,	Nyack, N. Y.
Newman, A. & Co.,	Philadelphia, Pa.
Nesmith Shoe Co.,	Brockton, Mass.

Normandy Co., The	Providence, R. I.
North Shore Shoe Co.,	Salem, Mass.
Newport Shoe Co.,	Newport, N. H.
No. Lebanon Shoe Factory,	Lebanon, Penn.
Noyes, A. B. & Co., Corp.,	Georgetown, Mass.
Nutt, W. H. & Co.,	Natick, Mass.
O'Donnell, J. M.	Campello, Mass.
Osner, Wm. T. Mfg. Co.,	Chicago, Ill.
Oriental Shoe Mfg. Co.,	Portsmouth, O.
Okarma, E. I.	Savannah, Ga.
O'Brien Shoe Co., J. F.	Rochester, N. Y.
Orne & Grover,	Lynn, Mass.
Ohio Shoe Co.,	Lancaster, O.
O'Connell John Co.,	Marlboro, Mass.
Osgood, C. F. & Co.,	Hammonton, N. J.
Putnam & Cross,	Lynn, Mass.
Pinkham, L. N.	Lynn, Mass.
Pilgrim Shoe Co.,	Danvers, Mass.
Pinkham Shoe Co., H. E.	Lynn, Mass.
Piehler Shoe Co.,	Rochester, N. Y.
Posner, A.	Brooklyn, N. Y.
Packard & Co., N. R.	Brockton, Mass.
Parsons, Jas. & Co.,	Brooklyn, N. Y.
Packard & Co., M. A.	Brockton, Mass.
Pinsker, A. & Son,	Brooklyn, N. Y.
Perfection Shoe Co.,	Rochester, N. Y.
Prenzel & Co., A. H.,	Halifax, Pa.
Perry & Wood,	Beverly, Mass.
Penn Shoe Mfg. Co.,	Reading, Pa.
Prouty, Isaac & Co., Inc.,	Spencer, Mass.
Paff Shoe Co., Inc.,	Alexandria, Va.
Phelan & Sons, Jas.	Lynn, Mass.
Putnam & Co., A. H.	Danvers, Mass.
Pine State Shoe Co.,	Norway, Maine.
Parker & Peakes,	Bangor, Maine.
Pratt Shoe Co.,	Natick, Mass.

Pilling, John Shoe Co.,	Lowell, Mass.
Page, John J.	Haverhill, Mass.
Poor, C. E.	Haverhill, Mass.
Perkins, Hardy & Co.,	Derry, N. H.
Pillsbury, W. S. & R. W.	Derry, N. H.
Pontiac Shoe Co.,	Pontiac, Ill.
Pfeiffer, Wm. F. & Co.,	So. Natick, Mass.
Priesmeyer, A. Shoe Co.,	Jefferson City, Mo.
Pecker, C. D. & Co.,	Lynn, Mass.
Parker, L. S. Shoe Co.,	Jefferson City, Mo.
Price, L. Shoe Co.,	Rochester, Ind.
Pierce, S. L. & Co.,	Cleveland, Ohio.
Purmha, Jos.	New Orleans, La.
Pingree Co.,	Detroit, Mich.
Plaut & Marks Shoe Mfg. Co.,	Cincinnati, Ohio.
Putnam, H. J. & Co.,	Minneapolis, Minn.
Peters Shoe Co.,	St. Louis, Mo.
Palma Shoe Co.,	Waupun, Wis.
Portsmouth Shoe Co., The	Portsmouth, Ohio.
Perry-Lee Co.,	Athol, Mass.
Parker & Co., F. A.	Marblehead, Mass.
Pepperell Bldg. & Mfg. Assn.,	Pepperell, Mass.
Pincus, Julius	New York, N. Y.
Plant Co., Thos. G.	Jamaica Plain, Mass.
Perkins, Linscott & Co.,	Rochester, N. H.
Phelan, Jeremiah Sons,	Rochester, N. Y.
Porter, Wm. & Sons,	Lynn, Mass.
Prince, Collins & Marston Co.,	Danvers, Mass.
Pickenbrock, E. B. Shoe Mfg. Co.,	Dubuque, Iowa.
Quast, J. H. & Son,	Louisville, Ky.
Reynolds, L. W.	Brockton, Mass.
Rockaway Shoe Mfg. Co.,	Rockaway, N. J.
Rogers, A. S. Shoe Co.,	Chelsea, Mass.
Riverside Shoe Mfg. Co.,	Beardstown, Ill.
Richardson Shoe Co.,	Menominee, Mich.
Reed & Co., E. P.	Rochester, N. Y.

Rose Shoe Mfg. Co.,	Rochester, N. Y.
Rehr Shoe Co.,	Orwigsburg, Pa.
Rowe & Swett,	E. Candia, N. H.
Richards & Brennan Co.,	Randolph, Mass.
Randall, J. W.,	Providence, R. I.
Ryan & Son, Maurice,	Brooklyn, N. Y.
Reis & Newman,	New York, N. Y.
Russ, J. W.	Haverhill, Mass.
Reynolds, B. F.	Brockton, Mass.
Red Star Shoe Mfg. Co.,	Baltimore, Md.
Reliable Shoe Co.,	Orwigsburg, Pa.
Russ, T. M.	Salem, N. H.
Rudy Co., Wm. B.	Johnstown, Pa.
Reynolds Drake & Gabell Co.,	Brockton, Mass.
Rendell Shoe Co.,	Trenton, N. J.
Reed, H. B. & Co.,	Manchester, N. H.
Rubberhide Co.,	Randolph, Mass.
Ruddock, Thos. & Sons,	Haverhill, Mass.
Randall, Adams Co.,	Lynn, Mass.
Rusche & Co.,	Cincinnati, Ohio.
Rice & Hutchins, Inc.,	Boston, Mass.
Richardson, J. W.	Reading, Mass.
Ridgeway, A. & Son,	Delanco, N. J.
Rogers, J. W.	Salem, Mass.
Rindge, Kalmbach, Logie & Co.,	Grand Rapids, Mich.
Regent Shoe Mfg. Co.,	Omaha, Neb.
Reimer Bros. Shoe Co.,	Green Bay, Wis.
Riley, Barker Shoe Co.,	Columbus, Ohio.
Rich Shoe Co.,	Milwaukee, Wis.
Roberts, Johnson & Rand Shoe Co.,	St. Louis, Mo.
Rosenberg, B. & Sons,	New Orleans, La.
Ramsfelder, Erlich Co.,	Cincinnati, Ohio.
Racine Shoe Mfg. Co.,	Racine, Wis.
Robinson Bros. Co.,	Salt Lake City, Utah.
Rae, Alex.	Augusta, Ga.
Richardson-Joyce Shoe Co.,	Harnellsville, N. Y.

Richardson & Co., J.	Elmira, N. Y.
Regal Shoe Co., Inc.,	Whitman, Mass.
Roney & Berger Co.,	Allentown, Pa.
Seavey, F. A. & Co.,	Beverly, Mass.
Shortell, M. & Son,	Salem, Mass.
Seymour & Jackson,	Lynn, Mass.
Spinney, B. F. & Co.,	Norway, Maine.
Sherwood Shoe Co.,	Rochester, N. Y.
Standard Shoe Co.,	Buffalo, N. Y.
Schneider, Philip	Allentown, Pa.
Schneider Bros. & Co.,	Natick, Mass.
Straw, L. G. & Co.,	Salem, Mass.
Snedicor & Hathaway Co.,	Detroit, Mich.
Skyrm, M. & Co.,	Cleveland, O.
Silver & Son, Geo.	New York, N. Y.
Stillson, Kellogg Shoe Co.,	Tacoma, Wash.
Shields Union Labor Shoe Co.,	Buffalo, N. Y.
Strong & Garfield,	E. Weymouth, Mass.
Sing Sing Prison,	Ossining, N. Y.
Stafford Bros.,	Burlington, N. J.
Scheuer, S. & Sons,	New York, N. Y.
Spaulding & Swett Corp.,	Lowell, Mass.
Stetson Shoe Co.,	So. Weymouth, Mass.
Smith, A. F. Co.,	Lynn, Mass.
Schreir, Jos. A.	Rochester, N. Y.
Smith & Herrick Co.,	Albany, N. Y.
Spaulding & Co., W. W.	Haverhill, Mass.
Schmidt, John G.	Philadelphia, Pa.
Shaw, A. W. & Co.,	Freeport, Maine.
Strootman, John S. Co.,	Buffalo, N. Y.
Stevens, O. T.	Newton, N. H.
Saucony Shoe Mfg. Co.,	Kutztown, Pa.
Shipper, C. D. W.	Putnam, Conn.
Schreier Co., W. H.	Rochester, N. Y.
Strohbeck, C. W.	Brooklyn, N. Y.
St. Croix Shoe Co.,	Calais, Maine.

Smith Shoe Co., The G. Edwin	Columbus, Ohio.
Southern Shoe Mfg. Co.,	St. Louis, Mo.
Schoenecker, V. Boot & Shoe Co.,	Milwaukee, Wis.
Smaltz-Goodwin Co.,	Philadelphia, Pa.
Solomon Bros.,	Salt Lake City, Utah.
Selz, Schwab & Co.,	Chicago, Ill.
Scheffle Shoe Mfg. Co.,	Cincinnati, Ohio.
So. Weymouth Shoe Co.,	So. Weymouth, Mass.
Star Shoe Co.,	Hannibal, Mo.
Sweet & Savory,	Marblehead, Mass.
Simons & Homer,	Oil Mills, N. H.
Stern, Auer & Co.,	Cincinnati, Ohio.
Shaft-Pierce Shoe Co.,	Faribault, Minn.
Sachs Shoe Mfg. Co.,	Cincinnati, Ohio.
Sharood Shoe Co.,	St. Paul, Minn.
Sullivan, P. & Co.,	Cincinnati, Ohio.
Smith Shoe Co., J. P.	Chicago, Ill.
Starner-Copeland Co., The	Columbus, Ohio.
Siebe Shoe Co.,	San Francisco, Cal.
Slater & Morrill, Inc.,	So. Braintree, Mass.
Simmons & Hall,	Rockland, Mass.
Syracuse Shoe Mfg. Co.,	Syracuse, N. Y.
Standard Shoe Co.,	Mt. Holly, N. J.
Stover & Bean,	Lowell, Mass.
Soule Shoe School & Upper Co.,	Stoughton, Mass.
Stacy, Adams & Co.,	Brockton, Mass.
Sheppard & Myers Co.,	Hanover, Pa.
Senter, Walter	So. Kingston, N. H.
Snow Co., Geo. G.	Brockton, Mass.
Trimby, Thos. W. & Co.,	Rochester, N. Y.
Tibbetts, J. E.	Campello, Mass.
Terhune & Co., J. W.	Rockland, Mass.
E. E. Taylor Co.,	Brockton, Mass.
Fred S. Todd Co.,	Rochester, N. Y.
Theriault-Noodus & Burnham,	Haverhill, Mass.
Thayer, Maguire & Field,	Haverhill, Mass.

Tillett, Thos., Jr.,	Beverly, N. J.
Timson & Co.,	Lynn, Mass.
Travers & Co., F. F.	Lynn, Mass.
Tennessee S. Mfg. Co.,	Nashville, Tenn.
Tappan Shoe Mfg. Co.,	Coldwater, Mich.
Thomas, J. B. & Tarr,	Lynn, Mass.
Tracey, Chas. L.	Tonawanda, N. Y.
Tufts & Friedman,	Lynn, Mass.
Tilder, A. W.,	Weymouth, Mass.
Trask Bros. & Co.,	Epping, N. H.
Tuttle, Walter H. Co.,	Lynn, Mass.
Torrey, J. H. & T. H.,	No. Weymouth, Mass.
Troy Shoe Co.,	Troy, Pa.
Tuskegee Normal & Ind. Inst.,	Tuskegee, Ala.
Tanner Shoe Mfg. Co.,	Cincinnati, O.
Tilt, J. E. Shoe Co.,	Chicago, Ill.
Tennent Shoe Co.,	St. Louis, Mo.
The Tremper Shoe Mfg. Co.,	Portsmouth, O.
Tilt-Kenney Shoe Co.,	Chicago, Ill.
Thayer & Co., Inc., N. B.	Milton Mills, N. H.
Tibbetts, H. A.	Lynn, Mass.
Tannatt, J. C. Shoe Co.,	Brockton, Mass.
Toft & Buker,	Salem, Mass.
Thompson, F. J.	Haverhill, Mass.
Thomas & Co.,	Brooklyn, N. Y.
Thompson Bros.,	Campello, Mass.
Thayer Osborne Shoe Co.,	Alton, N. H.
Taylor Shoe Co., H.	Philadelphia, Pa.
Thurell, Batchelder & Co.,	Lynn, Mass.
Utz & Dunn,	Rochester, N. Y.
Union Shoe Mfg. Co.,	Chillicothe, O.
United Workingmen's Boot & Shoe Co.,	San Francisco, Cal.
Ulrich, Michael	Buffalo, N. Y.
United States Shoe Co.,	E. Whitman, Mass.
Upham Bros. Co.,	Stoughton, Mass.

Usher, W. R. & Son,	Springvale, Me.
Union Shoe Making Co.,	St. Louis, Mo.
Union Shoe Mfg. Co.,	Ellsworth, Me.
Union Shoe Works,	Rockford, Ill.
Venor & Montgomery,	Rochester, N. Y.
Vaughan-Monnig Shoe Co.,	Jefferson City, Mo.
Vogel & Co., E.	New York City.
Vickery, M. & R. Co.,	Marblehead, Mass.
Vogel Bros. Shoe Co.,	Louisville, Ky.
Williams Shoe Co.,	Cochituate, Mass.
Welch-Atwood Co.,	So. Easton, Mass.
Waterbury & Son Co., S.	New York, N. Y.
Worthley, M. J.	Lynn, Mass.
Warsetz & Co., F.	Buffalo, N. Y.
Wilson, J. F.	Baltimore, Md.
Wood & Neel Co.,	Rochester, N. Y.
Winchell J. H. & Co., Inc.,	Haverhill, Mass.
Winchester Shoe Co.,	Buffalo, N. Y.
Williams, E. W.	Winona, Minn.
Wesson, J. E.	Worcester, Mass.
Webster, Ira J.	Haverhill, Mass.
Woodbury, F. P. & Co.,	Salem, N. H.
White River Shoe Co.,	Bristol, N. H.
Walcott, J. W. & Co.,	Natick, Mass.
Whitcomb & Paine,	Holbrook, Mass.
Wood, J. T. & Co.,	Ware, Mass.
Witt, Geo. D. Shoe Co.,	Lynchburg, Va.
Worcester Slipper Co.,	Worcester, Mass.
Walden Shoe Co.,	Grand Haven, Mich.
Waverly Shoe Co.,	Lynn, Mass.
Walton & Logan,	Lynn, Mass.
Washington Shoe Mfg. Co.,	Seattle, Wash.
Watson town Boot & Shoe Co.,	Watson town, Pa.
Webster, Geo. L.	Haverhill, Mass.
Wallace, E. G. & E.	Rochester, N. H.
Wells & Co., M. D.	DeKalb, Ill.

Weinbrenner, Albert H.	Milwaukee, Wis.
White, D. D. Shoe Co.,	Taunton, Mass.
Whittredge, M. H.	Lynn, Mass.
Whitman & Keith,	Campello, Mass.
Wertheimer-Swarts Shoe Co.,	St. Louis, Mo.
Witchell Sons & Co., Ltd.,	Detroit, Mich.
Western Shoe Co.,	Janesville, Wis.
Watson-Plummer Shoe Co.,	Dixon, Ill.
Wolf Bros. & Co.,	Cincinnati, Ohio.
Western Shoe Co.,	Stillwater, Minn.
Wolfe Bros. Shoe Co.,	Columbus, Ohio.
Weyenburg Shoe Mfg. Co.,	Milwaukee, Wis.
Wood & Co., R. T., Inc.,	Burlington, N. J.
Weil S. Co., Inc.,	Brooklyn, N. Y.
Walker, J. L.	Lynn, Mass.
Williams, Clark & Co.,	Lynn, Mass.
Wiggins & Son,	Marblehead, Mass.
Walsh & Co., W. E.	Lynn, Mass.
Waters Co., E. H.	Harrisburg, Pa.
Woodbury Shoe Co.,	Beverly, Mass.
Wright, Peters & Co.,	Rochester, N. Y.
Williams, Hoyt & Co.,	Rochester, N. Y.
Watson Shoe Co.,	Lynn, Mass.
Welch & Landregan,	Lynn, Mass.
Weber Bros.	No. Adams, Mass.
Wright, W. H.	Rochester, N. Y.
Wilson, Chas. E.	Lynn, Mass.
Wolfe Shoe Co.,	Allentown, Pa.
Wright, E. T. & Co.,	Rockland, Mass.
Williams, Kneeland & Co.,	So. Braintree, Mass.
Wise & Cooper,	Auburn, Maine.
White Dunham Shoe Co.,	Brockton, Mass.
Wichert & Gardiner,	Brooklyn, N. Y.
White, A. W., Shoe & Leather Co.,	Thomaston, Ga.
Xenia Shoe Mfg. Co.,	Xenia, Ohio.
York Shoe Mfg. Co.,	York, Pa.

Young, Frederick C.	Rochester, N. Y.
Zions Co-op. Merc. Inst.,	Salt Lake City, Utah.
Ziegler Bros.	Philadelphia, Pa.
Zulich, J. S. & Co.,	Orwigsburg, Pa.
Zimmerman Shoe Co.,	Pittsfield, Mass.

PLAINTIFF'S EXHIBIT 273.

[Put in Evidence, page 4298.]

SHOE MANUFACTURERS HOLDING MACHINES OF THE LASTING,
HEELING, OR METALLIC DEPARTMENTS OF THE UNITED
SHOE MACHINERY COMPANY ON JANUARY 1, 1905,
ON INDEPENDENT, UNRESTRICTED
LEASES. TOTAL 706.

Amazeen & Co.,	Milwaukee, Wis.
Allentown Shoe Mfg. Co.,	Allentown, Pa.
Andrews & Co.,	Everett, Mass.
Ackerman, R.	Milwaukee, Wis.
Aborn, C. H. & Co.,	Lynn, Mass.
Ashe, Noyes & Small Co.,	Auburn, Maine.
Aldrich, N. E.	St. Louis, Mo.
Arnold, M. N.	No. Abington, Mass.
Alter & McCaffrey Co., The	Cincinnati, Ohio.
Atlanta Leather Co.,	Atlanta, Ga.
Armstrong & Co., D.	Rochester, N. Y.
Alden, C. H. & Co.,	No. Abington, Mass.
Argus, Joseph,	Buffalo, N. Y.
Aldrich, C. E. & Co.,	Farmington, N. H.
American Shoe Mfg. Co.,	Allentown, Pa.
Allen, J. S.,	Brockton, Mass.
Allen & Co.,	Philadelphia, Pa.
Bay Shoe Co.,	Harrisburg, Pa.
Bartlett, Albion	Lynn, Mass.
Bartels, Thelan & Co.,	Chelsea, Mass.
Brackett, W. D. & Co.,	Nashua, N. H.
Barker, Brown & Co.,	Huntington, Ind.
Brigham, F. & Gregory Co.,	Hudson, Mass.

Brett, C. M. Co.,	Hudson, Mass.
Brown, H. H. & Co.,	No. Brookfield, Mass.
Buck, E. A. & Co.,	Bangor, Maine.
Blum Shoe Co.,	Dansville, N. Y.
Brandau, Adam	Detroit, Mich.
Belmont Shoe Co.,	Barnesville, Ohio.
Baumgartel, Emil	Buffalo, N. Y.
Blyn, Isaac	New York, N. Y.
Brennan & White,	Brooklyn, N. Y.
Boyd's Sons, James	New York, N. Y.
Brophy Bros. Shoe Co.,	Lynn, Mass.
Brockton Co-op. Boot & Shoe Co.,	Campello, Mass.
Bohr & Sons, N. C.	Waterville, N. Y.
Brown Shoe Co.,	St. Louis, Mo.
Buckley Shoe Co.,	Houston, Texas.
Barton Bros.	Kansas City, Mo.
Bering Shoe Co.,	Cincinnati, Ohio.
Beals & Torrey Shoe Co.,	Watertown, Wis.
Bruns, J. B. Shoe Mfg. Co.,	Jefferson City, Mo.
Berry & Co., A. H.	Portland, Maine.
Burt Co., E. C.	Brooklyn, N. Y.
Barke & Co.,	Philadelphia, Pa.
Bartlett, J. E.	Lynn, Mass.
Bolton Shoe Co.	Rochester, N. Y.
Blyn, S.	New York, N. Y.
Brennan Boot & Shoe Co.	Natick, Mass.
Bay State Shoe & Leather Co.,	Sing Sing, N. Y.
Brewer, Parker & Co.	Lynn, Mass.
Boyd & Corey Boot & Shoe Mfg. Co.,	Marlboro, Mass.
Bridges Bros.,	Marblehead, Mass.
Blethen, Arthur A.	Lynn, Mass.
Bridges & Carroll,	Marblehead, Mass.
Breed Shoe Co.,	Rochester, N. H.
Budd Shoe Co., J. F.	Burlington, N. J.
Breed, F. W.	Marblehead, Mass.
Berry & Co., J. M.	Farmington, N. H.

Burt & Co., Geo. H.	E. Brookfield, Mass.
Burt & Co., Geo. H.	Avon, Mass.
Bacon & Co., J. E.	Spencer, Mass.
Bell Shoe Co.,	Chelsea, Vt.
Burlington County Shoe Co.,	Mt. Holly, N. J.
Baker, Geo. & Son,	Brooklyn, N. Y.
Brown & Co., A. E.	Orwigsburg, Pa.
Barrows, A.	Campello, Mass.
Brigham, H. E.	Westboro, Mass.
Bonin & Leonard,	Haverhill, Mass.
Bullard & Co., D.	Spencer, Mass.
Burley & Stevens Co.,	Newburyport, Mass.
Baltimore Boot & Shoe Co.,	Baltimore, Md.
Banister & Co., Jas. A.	Newark, N. J.
Buckingham & Hecht,	San Francisco, Cal.
Bielefeld & Spahn,	New York, N. Y.
Byers Shoe Co., N. R.	Columbus, Ohio.
Brown, J. & Sons,	Salem, Mass.
Black, Chas.	New York, N. Y.
Bluff City Shoe Co.,	Hannibal, Mo.
Bass & Co., Geo. W.	Wilton, Maine.
Blake & Co., Chas. E.	Lynn, Mass.
Bradley & Metcalf Co.,	Milwaukee, Wis.
Butcher, William	Camden, N. J.
Bray, Stanley & Webber,	Beverly, Mass.
Brigham & Co., J. W.	Worcester, Mass.
Brigham, Geo. B. Sons	Westboro, Mass.
Boyden Shoe Co.,	Newark, N. J.
Baker & Co., J. H.	Beverly, Mass.
Bertsch, Jos. Shoe Co.,	Rochester, N. Y.
Badger State Shoe Co.,	Milwaukee, Wis.
Bates & Co., A. J.	Webster, Mass.
City of Boston,	Rainsford Island.
Cobb, Chas. H.	Lynn, Mass.
Cogan & Son, P.	Stoneham, Mass.
Craddock Terry Co.,	Lynchburg, Va.

Cass & Daley,
Connolly, Co., J. J.
Clapp & Tapley,
Chipman & Pratt,
Chase, Chamberlain & Co.,
Crafts, G. P.
Coggsell Shoe Co.,
Cox, Edw. M. Co.,
Cushman, Ara Co.,
Crafts Harrington & Co.,
Corcoran, Thos. & Son,
Cloutman, J. F. & Co.,
Carruthers-Jones Shoe Co.,
Crescent City Shoe Co.,
C. & E. Shoe Co.,
Cone, R. W. & Co.,
Comfort Shoe Co.,
Cross, John H.
Crossett & Co., Inc., L. A.
Creighton, G. A. & Son,
Cramer Shoe Co., W. F.
Cushman & Hebert,
Chase Merritt Co.,
Churchill & Alden Co.,
Cramer & Son, John
Colemary, A. H. & Co.,
Cox, A. F. & Son,
Cummings Co., The
Clark, F. S. Co.,
Carroll Shoe Co., Jno A.
Coburn, Gauss & Co.,
Cygolf Shoe Co.,
Cahill Holters Co.,
Courtney Shoe Co.,
Cole, Davis Co.,
Clapp & Son, Edwin

Salem, Mass.
Salem, Mass.
Danvers, Mass.
Marblehead, Mass.
Raymond, N. H.
Manchester, N. H.
Haverhill, Mass.
No. Easton, Mass.
Auburn, Maine.
Brockton, Mass.
Lynn, Mass.
Farmington, N. H.
St. Louis, Mo.
Evansville, Ind.
Columbus, O.
Bridgewater, Mass.
Albany, N. Y.
Lynn, Mass.
No. Abington, Mass.
Lynn, Mass.
Catawissa, Pa.
Lynn, Mass.
Boston, Mass.
Campello, Mass.
Brooklyn, N. Y.
Baltimore, Md.
Portland, Me.
Worcester, Mass.
Lynn, Mass.
Baltimore, Md.
Wolfboro, N. H.
Brockton, Mass.
Cincinnati, O.
St. Louis, Mo.
Chicago, Ill.
E. Weymouth, Mass.

Cousins, J. & T.	Brooklyn, N. Y.
Cushman-Hollis Co.,	Auburn, Me.
Clement & Ball Shoe Mfg. Co.,	Baltimore, Md.
Commonwealth Shoe & Lea. Co.,	Whitman, Mass.
Commonwealth Shoe & Lea. Co.,	Gardiner, Maine.
	Skowhegan, Maine.
Case, Chas. Shoe Co.,	Worcester, Mass.
Collins, C. M.	Dannville, N. H.
Croxton, Wood & Co.,	Philadelphia, Pa.
Cogswell, James	Lynn, Mass.
Carter, J. W. Shoe Co.,	Beverly, Mass.
Cahn, Nickelsburg & Co.,	San Francisco, Cal.
Canidy Clark Shoe Co.,	No. Adams, Mass.
Chaplin Geo. W. & Co.,	Georgetown, Mass.
Copeland & Ryder Co.,	Jefferson, Wis.
Columbia Shoe Co.,	Sheboygan, Wis.
Carlisle Shoe Co.,	Carlisle, Pa.
Chesley & Rugg,	Haverhill, Mass.
Chase & Sons, W. S.	Haverhill, Mass.
Caunt & Co., Jos.	Lynn, Mass.
California Shoe Co.,	Petaluma, Cal.
Corbin & Son, B. A.	Webster, Mass.
Capen Shoe Co.,	Oregon City, Ore.
Cummings Co., D.	So. Berwick, Maine.
Cropley, J. M. & Bro.,	Reading, Mass.
Cushman, John A.	Weymouth, Mass.
Clafin & Thayer,	Milford, Mass.
Chambersburg Shoe Co.,	Chambersburg, Pa.
Condon Bros. & Co.,	Brockton, Mass.
Chick Bros.,	Haverhill, Mass.
Dickenson, E. M.	Fitchburg, Mass.
DeWolfe & Hassell,	Conway, Mass.
Day, R. B.	Haverhill, Mass.
Desnoyers Shoe Co.,	St. Louis, Mo.
Davis Boot & Shoe Co.,	Richmond, Va.
Dowd, Edward	Natick, Mass.

Donovan, James	Littleton, N. H.
Dolgeville Felt Shoe Co.,	Dolgeville, N. Y.
Duluth Shoe Co.,	Duluth, Minn.
Daum, Geo. M. Shoe Co.,	Ripley, Ohio.
Driscoll, C. J.	Milford, Mass.
Donovan & Co., James	Everett, Mass.
Dugan & Hudson Co.,	Rochester, N. Y.
Donovan, D. A. & Co.,	Lynn, Mass.
Dix, Robert Shoe Mfg. Co.,	Brooklyn, N. Y.
Dunn & McCarthy,	Auburn, N. Y.
Dalton Shoe Mfg. Co.,	Dalton, Mass.
Dayton, J. E. & Co.,	Williamsport, Pa.
Dodge Bros.,	Newburyport, Mass.
Dodge, N. D. & Bliss Co.,	Newburyport, Mass.
Dreyer, J. H. & Co.,	Baltimore, Md.
Durland-Thompson Shoe Co.,	Honesdale, Pa.
Douglas, W. L. Shoe Co.,	Brockton, Mass.
Dovenmuehle, H. F. & Son Co.,	Holland, Mich.
Dolge, Alfred Shoe Mfg. Co.,	Los Angeles, Cal.
Dean, Chas. W. & Co.,	Cochituate, Mass.
Daniels, L. S.	West Medway, Mass.
Dickinson, Jas.	Lynn, Mass.
Dietz, F. W.	New York, N. Y.
Drury, D. A.	Spencer, Mass.
Dyer, Edward E.	No. Weymouth, Mass.
Deming & Wiggin,	Lynn, Mass.
Drew Selby Co.,	Portsmouth, Ohio.
Duttenhofer, Val Sons Co.,	Cincinnati, Ohio.
Drew, Irving Co.,	Portsmouth, Ohio.
Dittman, Geo. F. Boot & Shoe Co.,	St. Louis, Mo.
Durgin & Sons, J. H.	Haverhill, Mass.
Donovan, Jas. R.	Brockton, Mass.
Diggs, Vanneman Shoe Mfg. Co.,	Baltimore, Md.
Dixon Bartlett Co.,	Baltimore, Md.
Dorsch & Sons Shoe Mfg. Co., Wm.	Newark, N. J.
Dingley Foss Shoe Co.,	Auburn, Maine.

Dizer, M. C. & Co.,	E. Weymouth, Mass.
Ellsworth Shoe Co.,	Ellsworth, Me.
Ellis, C. A. & Co.,	Newburyport, Mass.
Emerson, W. A. & Son,	Hampstead, N. H.
Eureka Shoe Co.,	Manchester, N. H.
Elkin Shoe Co.,	Elkin, N. C.
Essex Shoe Co.,	Salem, Mass.
East Chattanooga Boot & Shoe Co.,	E. Chattanooga, Tenn.
Excelsior Shoe & Slipper Co.,	Cedarsburg, Wis.
Exeter Boot & Shoe Co.,	Exeter, N. H.
Eaton, Chas. A. Co.,	Brockton, Mass.
Ebberts, Shoe Co., John	Buffalo, N. Y.
Easton Boot & Shoe Co.,	Easton, Pa.
Estabrook, Anderson Shoe Co.,	Nashua, N. H.
Excelsior Shoe Co.,	Portsmouth, O.
Ellett, Kendall Shoe Co.,	Kansas City, Mo.
Evans Shoe Co.,	Napa, Cal.
Eisenhuth & Co., T. H.	Selins Grove, Pa.
Eagle Shoe Co., Inc.,	Newport News, Va.
Elkins & Co., M.	Philadelphia, Pa.
Endicott, Johnson & Co.,	Endicott, N. Y.
Evans Son, L. B.,	Wakefield, Mass.
Foster, A. J.	Haverhill, Mass.
Fairfield Shoe Co.,	Lancaster, O.
Felter Bros. Co.,	Newark, N. J.
Ferris, Isaac, Jr., Co.,	Camden, N. J.
Frye, John A. Shoe Co.,	Marlboro, Mass.
Felch & Co., W. L.	Natick, Mass.
Freeport Shoe Mfg. Co.,	Freeport, Ill.
Faunce & Spinney,	Lynn, Mass.
Foss, Packard & Co.,	Auburn, Me.
Ford & Co., C. P.	Rochester, N. Y.
Fox, David	Wilmington, Del.
Fuhrer, Henry	Baltimore, Md.
Field Co., Fred F.	Brockton, Mass.
Felter & Co.,	Newark, N. J.

French, Shriner & Urner,	Rockland, Mass.
Field Shoe Co., P. A.	Salem, Mass.
Forbush Shoe Co.,	Grafton, Mass.
Fox, Chas. K.	Haverhill, Mass.
Fitzpatrick Shoe Co.,	Stoughton, Mass.
Fuller, C. S. & Co.,	Salem, Mass.
Field, D. W.	Brockton, Mass.
Foster's Sons, W. C.	Rowley, Mass.
Finch Shoe Co.,	Springfield, Ohio.
Friedman Bros. Shoe Co.,	St. Louis, Mo.
Farmington Shoe Co.,	Farmington, N. H.
Frankfort Shoe Mfg. Co.,	Frankfort, Ky.
Foot, Schulze Co.,	St. Paul, Minn.
Florsheim & Co., Inc.,	Chicago, Ill.
Freiburg, B. & S. Mfg. Co.,	Quincy, Ill.
Fiebrich Fox Hilkes S. Co.,	Racine, Wis.
Field Bros. & Gross Co.,	Auburn, Me.
Gibbon, C. S.	Philadelphia, Pa.
Grover & Co., R. B.	Campello, Mass.
Green, C. E. & Co.,	Manchester, N. H.
Gregory, Strootman Shoe Co.,	Franklinville, N. Y.
Garden City Shoe Co.,	Beverly, Mass.
Gokey, Geo. F.	Jamestown, N. Y.
Godman, H. C. & Co.,	Columbus, O.
Getz, A., Shoe Mfg. Co.,	Lancaster, O.
Gale Shoe Mfg. Co.,	Portsmouth, N. H.
Gale Shoe Mfg. Co.,	Haverhill, Mass.
Georgetown Boot & Shoe Co.,	Georgetown, Mass.
Goodbar Shoe Co.,	St. Louis, Mo.
Gale Bros., Inc.,	Exeter, N. H.
Griffin & Cogswell,	Manchester, N. H.
Goodrich, H. B. & Co.,	Haverhill, Mass.
Gorman, N. F.	Haverhill, Mass.
Green & Co., Daniel	Dolgeville, N. Y.
Genesee Shoe Co.,	Rochester, N. Y.
Gerber, G. H.	Schuykill Haven, Pa.

Gotzian, C. & Co.,	St. Paul, Minn.
Green Wheeler Shoe Co.,	Fort Dodge, Ia.
Giesecke Boot & Mfg. Co.,	Jefferson City, Mo.
Greeley, A. W.	Haverhill, Mass.
Garside & Son, A.	New York, N. Y.
Gray's Sons, H. H.	Syracuse, N. Y.
Glover, Daniel & Co.,	Salem, Mass.
Guthman, Carpenter & Telling,	Holland, Mich.
Hagerty, P. Shoe Co.,	Wash. C. H., Ohio.
Herold, Bertsch Shoe Co.,	Grand Rapids, Mich.
Hogan, McMorroW & Tieke Co.,	Aurora, Ind.
Hercules Boot & Shoe Co.,	Berkely, Cal.
Harrisburg Shoe Mfg. Co.,	Harrisburg, Pa.
Hine & Lynch,	Poughkeepsie, N. Y.
Hilliard & Tabor,	Haverhill, Mass.
Hodgsdon, F. M.	Haverhill, Mass.
Hoyt, F. M. Shoe Co.,	Manchester, N. H.
Hussey & Hodgdon,	Haverhill, Mass.
Hopkins, J. T.	Salem, Mass.
Hennessey & Thompson,	Lynn, Mass.
Hodgdon Mfg. Co.,	Yarmouth, Me.
Howe, S. H. Shoe Co.,	Marlboro, Mass.
Hall, Loring B. Co.,	Marlboro, Mass.
Houghton, Hebard & Warren,	Somersworth, N. H.
Hurd, J. H. & Son,	Dover, N. H.
Hibbard & Perkins Shoe Co.,	Burlington, Vt.
Halifax Shoe Co.,	Halifax, Pa.
Honest Shoe Mfg. Co.,	Allentown, Pa.
Holmes, E. A. & F. A.	Eastport, Me.
Hirth, Krause & Co.,	Rockford, Mich.
Herrick, G. W. Shoe Co.,	Lynn, Mass.
Honesdale Shoe Co.,	Honesdale, Pa.
Hathaway, Soule & Harrington, Inc.,	New Bedford, Mass.
Hanan & Son,	Brooklyn, N. Y.
Heywood Boot & Shoe Co.,	Worcester, Mass.
Hess & Bro., N.	Baltimore, Md.

Henne & Co., Wm.	New York, N. Y.
Harding Sons & Co.,	Ogdensburg, N. Y.
Howard & Foster,	Brockton, Mass.
Hallihan & Sons,	Phila, Pa.
Hurley Shoe Co.,	Rockland, Mass.
Howard Briggs & Pray Co.,	Auburn, Me.
Hoyt, Frank	Lowell, Mass.
Huckins, Temple & Wood,	Milford, Mass.
Herman, J. M. & Co.,	Millis, Mass.
Harney Bros.,	Lynn, Mass.
Hummelstown Shoe Co.,	Hummelstown, Pa.
Hennessey Shoe Mfg. Co.,	Cincinnati, O.
Hawkins, L. P.	Portland, Me.
Howard & Staderker, H. R.	Rochester, N. Y.
Hudson Co. Catholic Proct'y,	Arlington, N. J.
Holmes, C. M.	Boston, Mass.
Harding, Jordan Shoe Co.,	New Sharon, Me.
Huyett & Rhoades,	Birdsboro, Pa.
Hamilton, Brown Shoe Co.,	St. Louis, Mo.
Huiskamp Bros. Co.,	Keokuk, Ia.
Helmers, Bettman & Co.,	Cincinnati, O.
Helming, McKenzie Shoe Co.,	Cincinnati, O.
Hogan Shoe Co.,	Cincinnati, O.
Hynds, J. G. Shoe Mfg. Co.,	Nashville, Tenn.
Ingalls, Wm. H.	Lynn, Mass.
Ireland & Grafton Co.,	Dover, N. H.
Jerseyville Shoe Mfg. Co.,	Jerseyville, Ill.
Jarchow, H. F.	Davenport, Iowa.
Jones Shoe Co., T. H.	Stoneham, Mass.
Johnston & Murphy,	Newark, N. J.
Jackman, A. H.	Nyack, N. Y.
Julian & Kokenge Co.,	Cincinnati, O.
Jones Shoe Mfg. Co., D. M.	Columbus, O.
Johansen Bros. Shoe Co.,	St. Louis, Mo.
Jordan Shoe Co., The	Belleville, Ill.
Johnson & Co., L. S.	Lynn, Mass.

Jones, V. K. & A. H.	Lynn, Mass.
Johnson Bros. Shoe Mfg. Co.,	Hallowell, Maine.
Jacobs, Whaley & Co.,	Brooklyn, N. Y.
Johnston & Baillie Shoe Co.,	Millersburg, Pa.
Jones Shoe Co., The	Columbus, O.
Jones, E. & Co.,	Spencer, Mass.
Joslin, A. L.	Oxford, Mass.
Jefts, L. T. & Co.,	Hudson, Mass.
Johnson, C. W.	Natick, Mass.
Jenkins, J. W. Co.,	Rochester, N. Y.
Johnson, W. S. & Co.	Putnam, Conn.
Johnson & Watson,	Greenboro, N. C.
Kenmore Shoe Co.,	Fredericksburg, Va.
Knapp, J. A.	Brockton, Mass.
Kellam Goller Land Co.,	Lynn, Mass.
Kreider, A. S. Shoe Co.,	Annaville and Palmyra, Pa.
Keith Shoe Co., P. B.	Campello, Mass.
Kingman, F. C. & Co.,	Brockton, Mass.
Kelly, Chas. F.	Chelsea, Mass.
Kimball, Alfred W. Shoe Co.,	So. Lawrence, Mass.
Kreider Shoe Mfg. Co.,	Elizabethtown, Pa.
King, R. E.	Nyack, N. Y.
Kaiser, C. & Son,	Detroit, Mich.
Koeber, Batstone,	Milwaukee, Wis.
Kentucky S. Mfg. Co.,	Eddyville, Ky.
Keystone Shoe Mfg. Co.,	Kutztown, Pa.
Krippendorf-Dittmann Co.,	Cincinnati, O.
Keighley & Sons, Chas.	Vineland, N. J.
Kilpatrick, Frank E.	New Brunswick, N. J.
Krohn, Fechheimer & Co.,	Cincinnati, O.
Keiffer Bros.,	New Orleans, La.
Kalt, Zimmers Mfg. Co.,	Milwaukee, Wis.
Krippendorf, O'Neal Co.,	Cincinnati, O.
Kirkendall, F. P. & Co.,	Omaha, Neb.
Kutz, G. M. Shoe Co.,	San Francisco, Cal.
Knights, J. Geo.	Haverhill, Mass.

Kimball, W. & V. O.	Haverhill, Mass.
Keith Co., Geo. E.	Brockton, Mass.
Kelly, John, Inc.,	Rochester, N. Y.
Kelly-Evans Co.,	Brockton, Mass.
Knipe Bros.,	Ward Hill, Mass.
Keith & Pratt,	No. Middleboro, Mass.
Lancaster Shoe Co.,	Lancaster, O.
Littlefield, L. G.	Avon, Mass.
Lancaster, C. B. Shoe Co.,	Keene, N. H.
R. H. Long Shoe M. Co.,	So. Framingham, Mass.
Lord & Cotter,	Lynn, Mass.
Lacey Shoe Co.,	Cairo, Mich.
Lestershire Mfg. Co.,	Lestershire, N. Y.
Little, Maxwell & Co.,	Lynn, Mass.
Leh & Co., H.	Allentown, Pa.
Latteman B. & S. Mfg. Co., J. J.	New York City.
Lancy, John, Jr.	Marblehead, Mass.
Leonard, Shaw & Dean,	Middleboro, Mass.
Lane, William, Inc.,	Brooklyn, N. Y.
Lounsbury & Soule,	Stamford, Conn.
Lindner Shoe Co.,	Carlisle, Pa.
Luddy & Currier,	Dover, N. H.
Lewis Shoe Co., W. C.	Haverhill, Mass.
Lehigh Valley Shoe Co.,	Allentown, Pa.
Leonard Shoe Co.,	Lynn, Mass.
LaCrosse Shoe M. Co.,	LaCrosse, Wis.
Littleton Shoe Co.,	Littleton, N. H.
Lynn S. Co., W. R.	Auburn, Maine.
Little & Co., A. E.	Lynn, Mass.
Lynn Enterprise S. Co.,	Lynn, Mass.
Legg, C. E.	Pontiac, Ill.
Lefavour, Herbert	Marblehead, Mass.
Leas & McVitty,	Philadelphia, Pa.
Levie Shoe Co.,	Chicago, Ill.
Landis, J. Shoe Co.,	Palmyra, Pa.
Leonard & Barrows,	Bridgewater, Mass. & Belfast, Maine.

Lunn-Lynn Shoe Co.,	Auburn, Maine.
Lefavour & Co., D. D.	Salem, Mass.
Lewis & Son, Inc., G. W.	Burlington, N. J.
Laird, Schober & Co.,	Philadelphia, Pa.
Minor & Son, P. W.	Batavia, N. Y.
Millard, N. L. & Co.,	No. Adams, Mass.
Munroe-Packard & Linscott,	Auburn, Maine.
McIntosh, J. W.	Marblehead, Mass.
Middlesex Shoe Co.,	New Brunswick, N. J.
Moore Shafer Shoe Mfg. Co.,	Brockport, N. Y.
Moulton & Co., C. H.	Brookfield, Mass.
Marcy Bros. Co.,	Hartford, Conn.
Munnich Bros.,	Port Jarvis, N. Y.
Miller, Hess & Co.,	Akron, Pa.
Marion Shoe Mfg. Co.,	Marion, Ohio.
Murphy, Edw. F.	Whitman, Mass.
Minnesota Shoe Co.,	St. Paul, Minn.
Massachusetts Reformatory,	Concord, Mass.
McNamara, S. B.	Haverhill, Mass.
Menihan & Gilchrist,	Rochester, N. Y.
Murphy Boot & Shoe Co.,	Natick, Mass.
Modern Shoe Co.,	Pontiac, Ill.
Marks & Co., L. V.	Augusta, Ky.
Menzies Shoe Co.,	Detroit, Mich.
Missouri Slipper Co.,	St. Louis, Mo.
Massachusetts State Prison,	Charlestown, Mass.
Madden-Curtis Shoe Co.,	Medway, Mass.
Mann & Co., A. E.	Windsor, Vt.
Merriam, H. W. Shoe Co.,	Newton, N. J.
Mascoma Shoe Co.,	Lebanon, N. H.
Meldola & Coon,	Rochester, N. Y.
Mooney & Co., N. J.	Lynn, Mass.
Mottler, G. L.	Louisville, Ky.
Moloney Bros. Co.,	Rochester, N. Y.
Meier John Shoe Co.,	St. Louis, Mo.
Munroe, F. W. & I. M.	Marblehead, Mass.

Mudge Shoe Co.,	Danvers, Mass.
McElwain, W. H.	Brockton, Mass.
Martin, Jonas	New Orleans, La.
Manss Shoe Mfg. Co.,	Cincinnati, Ohio.
Marzluff Co., F. M.	Janesville, Wis.
Mayer, F., Boot & Shoe Co.,	Milwaukee, Wis.
Miller, Kohlheff, Grise & Co.,	Cincinnati, Ohio.
Monteleone, A.	New Orleans, La.
Miller, J. Co.,	Racine, Wis.
McCord-Harlow Shoe Co.,	St. Joseph, Mo.
Moloney Shoe Co., John	Ludlow, Ky.
McDonald & Kiley Co., The	Cincinnati, Ohio.
Mills, N. A.	Pittsfield, Mass.
Marshall, C. S. & Co.,	Brockton, Mass.
Maynard Shoe Co.,	Claremont, N. H.
Milford Shoe Co.,	Milford, Mass.
Medlar & Holmes Shoe Co.,	Philadelphia, Pa.
Morrison Shoe Co.,	Concord, N. H.
Melanson & Currier,	Lynn, Mass.
McBrearty, John	Philadelphia, Pa.
Mayer, Alfred & Co.,	Philadelphia, Pa.
Northwestern Felt S. Co.,	Webster City, Iowa.
Nelson & Sons, J. S.	Grafton, Mass.
Northwood Union Shoe Co.,	Northwood, N. H.
National Shoemakers,	Lewiston, Me.
Nute Bros. Co.,	Auburn, Me.
North Star Shoe Co.,	Minneapolis, Minn.
Noyes Norman Shoe Co.,	St. Joseph, Mo.
Nahm Bros.,	Philadelphia, Pa.
Norman & Bennett, Inc.,	Boston, Mass.
Nugent Shoe Co.,	Rochester, N. Y.
Nettleton, A. E.	Syracuse, N. Y.
Nyack Shoe Co-op. Corp.,	Nyack, N. Y.
Newman & Co., A.	Philadelphia, Pa.
Nesmith Shoe Co.,	Brockton, Mass.
North Shore Shoe Co.,	Salem, Mass.

Newport Shoe Co.,	Newport, N. H.
North Lebanon Shoe Factory,	Lebanon, Penn.
Noyes, A. B. & Co., Corp.,	Georgetown, Mass.
Nutt, W. H. & Co.,	Natick, Mass.
O'Donnell, J. M.	Campello, Mass.
Osuer, Wm. T. Mfg. Co.,	Chicago, Ill.
Orne & Grover,	Lynn, Mass.
Ohio Shoe Co.,	Lancaster, O.
O'Connell John Co.,	Marlboro, Mass.
Osgood, C. F. & Co.,	Hammonton, N. J.
Piehler Shoe Co.,	Rochester, N. Y.
Packard & Co., N. R.	Brockton, Mass.
Packard & Co., M. A.	Brockton, Mass.
Prouty, Isaac & Co., Inc.,	Spencer, Mass.
Phelan & Sons, Jas.	Lynn, Mass.
Parker & Peakes,	Bangor, Maine.
Pratt Shoe Co.,	Natick, Mass.
Pilling, John S. Co.,	Lowell, Mass.
Perkins, Hardy & Co.,	Derry, N. H.
Page, John J.	Haverhill, Mass.
Poor, C. E.	Haverhill, Mass.
Pillsbury, W. S. & R. W.	Derry, N. H.
Pontiac Shoe Co.,	Pontiac, Ill.
Pfeiffer & Co., Wm. F.	So. Natick, Mass.
Priesmeyer, A. Shoe Co.,	Jefferson City, Mo.
Pecker, C. D. & Co.,	Lynn, Mass.
Parker Shoe Co., L. S.	Jefferson City, Mo.
Price Shoe Co., L.	Rochester, Ind.
Pierce & Co., S. L.	Cleveland, O.
Pingree Co.,	Detroit, Mich.
Plaut & Marks Shoe Mfg. Co.,	Cincinnati, O.
Putnam & Co., H. J.	Minneapolis, Minn.
Peters Shoe Co.,	St. Louis, Mo.
Portsmouth Shoe Co., The	Portsmouth, O.
Perry-Lee Co.,	Athol, Mass.
Parker & Co., F. A.	Marblehead, Mass.

Plant Co., Thos. G.	Jamaica Plain, Mass.
Perkins, Linscott & Co.,	Rochester, N. H.
Porter, Wm. & Sons,	Lynn, Mass.
Prince, Collins & Marston Co.,	Danvers, Mass.
Piekenbrock, E. B. Shoe Mfg. Co.,	Dubuque, Iowa.
Quast, J. H. & Son,	Louisville, Ky.
Reynolds, L. W.	Brockton, Mass.
Rockaway Shoe Mfg. Co.,	Rockaway, N. J.
Rogers, A. S. Shoe Co.,	Chelsea, Mass.
Riverside Shoe Mfg. Co.,	Beardstown, Ill.
Richardson Shoe Co.,	Menominee, Mich.
Reed & Co., E. P.	Rochester, N. Y.
Rose Shoe Mfg. Co.,	Rochester, N. Y.
Richards & Brennan Co.,	Randolph, Mass.
Ryan & Son, Maurice	Brooklyn, N. Y.
Russ, J. W., Co.,	Haverhill, Mass.
Reynolds, B. F.	Brockton, Mass.
Russ, T. M.	Salem, N. H.
Reed, H. B. & Co.,	Manchester, N. H.
Rubberhide Co.,	Randolph, Mass.
Ruddock, Thos. S. Sons,	Haverhill, Mass.
Randall, Adams Co.,	Lynn, Mass.
Rusche & Co.,	Cincinnati, Ohio.
Rice & Hutchins, Inc.,	Boston, Mass.
Richardson, J. W.	Reading, Mass.
Rogers, J. W.	Salem, Mass.
Rindge, Kalmbach, Logie & Co.,	Grand Rapids, Mich.
Reimer Bros. Shoe Co.,	Green Bay, Wis.
Riley, Barker Shoe Co.,	Columbus, Ohio.
Rich Shoe Co.,	Milwaukee, Wis.
Roberts, Johnson & Rand Shoe Co.,	St. Louis, Mo.
Rosenberg, B. & Sons,	New Orleans, La.
Racine Shoe Mfg. Co.,	Racine, Wis.
Richardson-Joyce Shoe Co.,	Hornellsville, N. Y.
Richardson, J. & Co.,	Elmira, N. Y.
Regal Shoe Co., Inc.,	Whitman, Mass.

Shortell, M. & Son,	Salem, Mass.
Seymour & Jackson,	Lynn, Mass.
Spinney, B. F. & Co.,	Norway, Maine.
Sherwood Shoe Co.,	Rochester, N. Y.
Standard Shoe Co.,	Buffalo, N. Y.
Schneider, Philip	Allentown, Pa.
Schneider Bros. & Co.,	Natick, Mass.
Straw, L. G. & Co.,	Salem, Mass.
Snedicor & Hathaway Co.,	Detroit, Mich.
Skyrm, M. & Co.,	Cleveland, O.
Silver & Son, Geo.	New York, N. Y.
Stillson, Kellogg Shoe Co.,	Tacoma, Wash.
Shields Union Labor Shoe Co.,	Buffalo, N. Y.
Strong & Garfield,	E. Weymouth, Mass.
Spaulding & Swett Corp.,	Lowell, Mass.
Stetson Shoe Co.,	So. Weymouth, Mass.
Smith & Herrick Co.,	Albany, N. Y.
Spaulding & Co., W. W.	Haverhill, Mass.
Shaw, A. W. & Co.,	Freeport, Maine.
Strootman, John S. Co.,	Buffalo, N. Y.
St. Croix Shoe Co.,	Calais, Maine.
Smith, The G. Edwin Shoe Co.,	Columbus, Ohio.
Southern Shoe Mfg. Co.,	St. Louis, Mo.
Schoenecker, V. B. & S. Co.,	Milwaukee, Wis.
Smaltz-Goodwin Co.,	Philadelphia, Pa.
Solomon Bros.,	Salt Lake City, Utah.
Selz, Schwab & Co.,	Chicago, Ill.
Scheiffle Shoe Mfg. Co.,	Cincinnati, Ohio.
So. Weymouth Shoe Co.,	So. Weymouth, Mass.
Star Shoe Co.,	Hannibal, Mo.
Sweet & Savory,	Marblehead, Mass.
Simons & Homer,	Oil Mills, N. H.
Stern, Auer & Co.,	Cincinnati, Ohio.
Shaft-Pierce Shoe Co.,	Faribault, Minn.
Sachs Shoe Mfg. Co.,	Cincinnati, Ohio.
Sharood Shoe Co.,	St. Paul, Minn.

Sullivan, P. & Co.,	Cincinnati, Ohio.
Smith J. P., Shoe Co.,	Chicago, Ill.
Starner-Copeland, The Co.,	Columbus, Ohio.
Siebe Shoe Co.,	San Francisco, Cal.
Simmons & Hall,	Rockland, Mass.
Syracuse Shoe Mfg. Co.,	Syracuse, N. Y.
Stover & Bean,	Lowell, Mass.
Soule Shoe School & Upper Co.,	Stoughton, Mass.
Stacy, Adams & Co.,	Brockton, Mass.
Sheppard & Myers Co.,	Hanover, Pa.
Snow Co., Geo. G.	Brockton, Mass.
Trimby & Co., Thos. W.	Rochester, N. Y.
Tibbetts, J. E.	Campello, Mass.
Todd Co. Fred S.	Rochester, N. Y.
Thayer, Maguire & Field,	Haverhill, Mass.
Timson & Co.,	Lynn, Mass.
Tennessee Shoe Mfg. Co.,	Nashville, Tenn.
Tappan Shoe Mfg. Co.,	Coldwater, Mich.
Thomas, J. B. & Tarr,	Lynn, Mass.
Thurell, Batchelder & Co.,	Lynn, Mass.
Tracey, Chas. L.	Towanda, Pa.
Tufts & Friedman,	Lynn, Mass.
Tilden, A. W.	Weymouth, Mass.
Trask Bros. & Co.,	Epping, N. H.
Torrey, J. H. & T. H.	No. Weymouth, Mass.
Troy Shoe Co.,	Troy, Pa.
Tilt, J. E. Shoe Co.,	Chicago, Ill.
Tennent Shoe Co.,	St. Louis, Mo.
Tremper Shoe Mfg. Co., The	Portsmouth, O.
Tilt-Kenney Shoe Co.,	Chicago, Ill.
Thayer & Co., Inc., N. B.	Milton Mills, N. H.
Thomas & Co.,	Brooklyn, N. Y.
Thompson Bros.,	Campello, Mass.
Thayer & Osborne Shoe Co.,	Alton, N. H.
Taylor Shoe Co., H.	Philadelphia, Pa.
Utz & Dunn,	Rochester, N. Y.

Union Shoe Mfg. Co.,	Chillicothe, O.
United Workingmen's Boot & Shoe Co.,	San Francisco, Cal.
United States Shoe Co.,	E. Whitman, Mass.
Upham Bros. Co.,	Stoughton, Mass.
Usher, W. R. & Son,	Springvale, Me.
Union Shoe Making Co.,	St. Louis, Mo.
Union Shoe Mfg. Co.,	Ellsworth, Me.
Union Shoe Works,	Rockford, Ill.
Venor & Montgomery,	Rochester, N. Y.
Vickery, W. P. & Co.,	Marblehead, Mass.
Vogel Bros. Shoe Co.,	Louisville, Ky.
Williams Shoe Co.,	Cochituate, Mass.
Welch-Atwood Co.,	So. Easton, Mass.
Worthley, M. J.	Lynn, Mass.
Winchell, J. H. & Co., Inc.,	Haverhill, Mass.
Winchester Shoe Co.,	Buffale, N. Y.
Williams, E. W.	Winona, Minn.
Wesson, J. E.	Worcester, Mass.
Webster, Ira J.	Haverhill, Mass.
Woodbury, F. P. & Co.,	Salem, N. H.
White River Shoe Co.,	Bristol, N. H.
Walcott, J. W. & Co.,	Natick, Mass.
Whitcomb & Paine,	Holbrook, Mass.
Wood, J. T. & Co.,	Ware, Mass.
Witt, Geo. D. Shoe Co.,	Lynchburg, Va.
Worcester Slipper Co.,	Worcester, Mass.
White, A. W., Shoe & Leather Co.,	Thomaston, Ga.
Walden S. Co.,	Grand Haven, Mich.
Waverly Shoe Co.,	Lynn, Mass.
Walton & Logan,	Lynn, Mass.
Washington Shoe Mfg. Co.,	Seattle, Wash.
Watson town Boot & Shoe Co.,	Watson town, Pa.
Webster, Geo. L.	Haverhill, Mass.
Wallace, E. G. & E.	Rochester, N. H.
Wells & Co., M. D.	DeKalb, Ill.

Weinbrenner, Albert H.	Milwaukee, Wis.
White, D. D. Shoe Co.,	Taunton, Mass.
Whittredge, M. H.	Lynn, Mass.
Whitman & Keith,	Campello, Mass.
Wertheimer-Swartz Shoe Co.,	St. Louis, Mo.
Witchell Sons & Co., Ltd.,	Detroit, Mich.
Western Shoe Co.,	Janesville, Wis.
Watson-Plummer Shoe Co.,	Dixon, Ill.
Wolf Bros. & Co.,	Cincinnati, Ohio.
Western Shoe Co.,	Stillwater, Minn.
Wolfe Bros. Shoe Co.,	Columbus, Ohio.
Weyenburg Shoe Mfg. Co.,	Milwaukee, Wis.
Wood & Co., R. T., Inc.,	Burlington, N. J.
Williams, Clark & Co.,	Lynn, Mass.
Walsh & Co., W. E.	Lynn, Mass.
Woodbury S. Co.,	Beverly, Mass.
Watson Shoe Co.,	Lynn, Mass.
Welch & Landregan,	Lynn, Mass.
Weber Bros.,	No. Adams, Mass.
Wolfe Shoe Co.,	Allentown, Pa.
Wright, E. T. & Co.,	Rockland, Mass.
Williams, Kneeland & Co.,	So. Braintree, Mass.
Wise & Cooper,	Auburn, Maine.
White, Dunham Shoe Co.,	Brockton, Mass.
Wichert & Gardiner,	Brooklyn, N. Y.
Xenia Shoe Mfg. Co.,	Xenia, Ohio.
York Shoe Mfg. Co.,	York, Pa.
Young, Frederick C.	Rochester, N. Y.
Zions Co-op. Merc. Inst.,	Salt Lake City, Utah.
Ziegler Bros.,	Phila., Pa.
Zimmerman Shoe Co.,	Pittsfield, Mass.

PLAINTIFF'S EXHIBIT 274.

[Put in Evidence, page 4380.]

OFFICERS AND DIRECTORS OF UNITED SHOE MACHINERY COMPANY.

1899

President, Sidney W. Winslow,
Vice-Presidents, John H. Hanan,
Wallace F. Robinson,
Orlando E. Lewis,
Treasurer, George W. Brown,
Secretary, Louis H. Baker.

Directors : —

William Barbour,	George E. Keith,
Louis D. Brandeis,	Frederick G. King,
George W. Brown,	Orlando E. Lewis,
Josiah H. Clarke,	Edwin H. Mathewson,
Charles H. Cole,	Rudolph Matz,
William H. Coolidge,	Gordon McKay,
William S. Eaton,	Wallace F. Robinson,
John H. Hanan,	James J. Storrow,
Elmer P. Howe,	Alfred R. Turner, Jr.,
Edward P. Hurd,	Samuel Weil,
	Sidney W. Winslow.

1900

President, Sidney W. Winslow,
Vice-Presidents, John H. Hanan,
Wallace F. Robinson,
Orlando E. Lewis,
Treasurer, George W. Brown,
Asst. Treasurer, Edward P. Hurd,
Secretary, Louis H. Baker.

Directors : —

William Barbour,	Orlando E. Lewis,
Louis D. Brandeis,	Gordon McKay,

George W. Brown,
Josiah H. Clarke,
William S. Eaton,
John H. Hanan,
Elmer P. Howe,
Edward P. Hurd,
George E. Keith,
Joseph C. Kilham,

Edwin H. Mathewson,
Rudolph Matz,
Wallace F. Robinson,
John Harsen Rhoades,
James J. Storrow,
Alfred R. Turner, Jr.,
Sidney W. Winslow,
Samuel Weil,

Frank Wood.

1901

President, Sidney W. Winslow,
Vice-Presidents, John H. Hanan,
Wallace F. Robinson,
Orlando E. Lewis,
Treasurer, George W. Brown,
Asst. Treasurer, Edward P. Hurd,
Secretary, Louis H. Baker.

Directors : —

William Barbour,
George W. Brown,
Louis D. Brandeis,
Josiah H. Clarke,
William S. Eaton,
Elmer P. Howe,
Edward P. Hurd,
John H. Hanan,
Joseph C. Kilham,
George E. Keith,

Orlando E. Lewis,
Edwin H. Mathewson,
Rudolph Matz,
Gordon McKay,
Wallace F. Robinson,
J. Harsen Rhoades,
James J. Storrow,
Alfred R. Turner, Jr.
Sidney W. Winslow,
Samuel Weil,

Frank Wood.

1902

President, Sidney W. Winslow,
Vice-Presidents, Wallace F. Robinson,
John H. Hanan,
Treasurer, George W. Brown,
Asst. Treasurer, Edward P. Hurd,
Secretary, Louis H. Baker,

Directors:—

William Barbour,
George W. Brown,
Louis D. Brandeis,
Josiah H. Clarke,
John H. Hanan,
Elmer P. Howe,
Edward P. Hurd,
Joseph C. Kilham,
George E. Keith,

Rudolph Matz,
Gordon McKay,
William A. Read,
J. Harsen Rhoades,
Wallace F. Robinson,
James J. Storrow,
Alfred R. Turner, Jr.,
Sidney W. Winslow,
Samuel Weil,

Frank Wood.

1903

President, Sidney W. Winslow,
Vice-Presidents, Wallace F. Robinson,
John H. Hanan,
Treasurer, George W. Brown,
Asst. Treasurer, Edward P. Hurd,
Secretary, Meylert Bruner.

Directors:—

William Barbour,
George W. Brown,
Louis D. Brandeis,
Josiah H. Clarke,
John H. Hanan,
Elmer P. Howe,
Edward P. Hurd,
Joseph C. Kilham,
George E. Keith,
Rudolph Matz,

Gordon McKay,
Robert Treat Paine, 2nd,
William A. Read,
J. Harsen Rhoades,
Wallace F. Robinson,
James J. Storrow,
Alfred R. Turner, Jr.
Sidney W. Winslow,
Samuel Weil,
Frank Wood.

1904

President, Sidney Winslow,
Vice-Presidents, Wallace F. Robinson,
John H. Hanan,
Treasurer, George W. Brown,
Asst. Treasurer, Edward P. Hurd,
Secretary, Louis H. Baker,

Directors : —

Frank L. Babbott,
 William Barbour,
 George W. Brown,
 Louis D. Brandeis,
 John H. Hanan,
 Elmer P. Howe,
 Edward P. Hurd,
 Joseph C. Kilham,
 George E. Keith,
 Rudolph Matz,

Robert Treat Paine, 2nd,
 William A. Read,
 J. Harsen Rhoades,
 Wallace F. Robinson,
 James J. Storrow,
 Alfred R. Turner, Jr.
 Sidney W. Winslow,
 Samuel Weil,
 Frank Wood.

1905

President, Sidney W. Winslow,
 Vice-Presidents, Wallace F. Robinson,
 John H. Hanan,
 Treasurer, George W. Brown,
 Asst. Treasurer, Edward P. Hurd,
 Secretary, Louis H. Baker,

Directors : —

Frank L. Babbott,
 William Barbour,
 Louis D. Brandeis,
 George W. Brown,
 John H. Hanan,
 Elmer P. Howe,
 Edward P. Hurd,
 Joseph C. Kilham,
 George E. Keith,

Rudolph Matz,
 Robert Treat Paine, 2nd,
 J. Harsen Rhoades,
 Wallace F. Robinson,
 James J. Storrow,
 Alfred R. Turner, Jr.,
 Sidney W. Winslow,
 Samuel Weil,
 Frank Wood.

1906

President, Sidney W. Winslow,
 Vice-Presidents, Wallace F. Robinson,
 John H. Hanan,
 Treasurer, George W. Brown,
 Asst. Treasurer, Edward P. Hurd,
 Secretary, Louis H. Baker,

Directors : —

William Barbour,
Frank L. Babbott,
Louis D. Brandeis,
George W. Brown,
John H. Hanan,
Elmer P. Howe,
Edward P. Hurd,
Joseph C. Kilham,
George E. Keith,

Rudolph Matz,
Robert Treat Paine, 2nd,
J. Harsen Rhoades,
Wallace F. Robinson,
James J. Storrow,
Alfred R. Turner, Jr.,
Sidney W. Winslow,
Samuel Weil,
Frank Wood.

1907

President, Sidney W. Winslow,
Vice-Presidents, Wallace F. Robinson,
William Barbour,
Treasurer, George W. Brown,
Asst. Treasurer, Edward P. Hurd,
Secretary, Louis H. Baker,

Directors : —

William Barbour,
Frank L. Babbott,
George W. Brown,
John H. Hanan,
Elmer P. Howe,
Edward P. Hurd,
Joseph C. Kilham,
George E. Keith,

Rudolph Matz,
Robert Treat Paine, 2nd,
Wallace F. Robinson,
James J. Storrow,
Alfred R. Turner, Jr.,
Sidney W. Winslow,
Samuel Weil,
Frank Wood,

William Woodward.

PLAINTIFF'S EXHIBIT 275.

[Put in Evidence, page 4649.]

Memorandum of Agreement, made this the twenty-first day of September, A. D. 1912, by and between The Keighley Company, Inc., a corporation duly organized and existing under the laws of the State of New Jersey, one of the United States of America, (hereinafter called the "Keighley Company"), and William Bottomley Keighley, Charles Percy Keighley, and Charles Keighley, all of Vineland, in the State of New Jersey, the said Keighleys being the officers and owners of all the capital stock of the "Keighley Company", parties of the first part, and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of said State of New Jersey, (hereinafter called the "United Company"), party of the second part.

1. The parties of the first part hereby grant unto the United Company the exclusive right or license, during the continuance of this agreement, as provided in paragraph 11, to put out on lease, (but not to sell, the right to sell, subject to the conditions hereinafter contained, being expressly reserved to the parties of the first part), machines embodying inventions and improvements relating to or intended or adapted for use in or in connection with Inseam Trimming Machines which the parties of the first part, or any of them, now own or control, or which the said parties of the first part, or any of them, may hereafter make, own, acquire, or have any right, by agreement or otherwise, to acquire or take over. And the United Company hereby grants to the parties of the first part the right to manufacture and sell in the United States of America (but not to lease) Rapid Inseam Trimming Machines of the type now put out by the Keighley Company in so far as there are embodied in said machines inventions and improvements covered by Letters Patent of the United States of America No. 961,200 granted June 14, 1910, to Orrell Ashton, Assignor to United Shoe Machinery Company, for Vamp Trimming Machine, and No. 968,555 granted August 30, 1910, to John B. Hadaway, Assignor to United Shoe Machinery Company, for Vamp Trimming Machine.

2. The parties of the first part, and each of them, hereby covenant and agree to and with the United Company to fully and completely disclose to the United Company forthwith, and to such of its officers and patent solicitors as may be designated by the United Company therefor, all inventions and improvements, Letters Patent and applications for Letters Patent, interests and rights which are included within the terms of this agreement, and at any and all times hereafter, upon making, acquiring, owning or obtaining any right, by agreement or otherwise, to acquire or take over any invention, improvement, Letters Patent, application for Letters Patent, interest or right covered by this agreement, to promptly disclose the same to the United Company, its officers and patent solicitors, and to repeat such disclosures when and as often as the same may be requested, and at any time and all times, upon request, to execute or cause to be executed any and all licenses, powers of attorney, and other instruments, and to do or cause to be done any and all acts necessary or desired by the United Company to fully and completely vest and confirm in the United Company the right and license hereby granted, and to enable the United Company to enjoy the full benefits and advantages thereof.

3. The parties of the first part hereby agree, jointly and severally with the United Company that they will not, and that neither of them shall, during the period of this agreement, directly or indirectly, individually or in combination with others, enter into or be engaged or interested in, or financially or otherwise encourage or assist any other person, firm or corporation in entering into, developing or carrying on any business of manufacturing or dealing in Inseam Trimming Machines, except in accordance with the terms of this agreement.

4. The United Company agrees that no machine shall be put out by it or by its authority, in accordance with the right or license hereby granted, upon a lease which does not require the payment of a lease premium or installation fee, and that such lease premium, or installation fee, shall in no case exceed the sum of One Hundred Dollars (\$100.) or be less than Fifty Dollars (\$50.00) United States currency, or its equivalent in the currency of the country where

such machine is put out; and that in all such leases a minimum rent or royalty shall be provided for which shall not exceed One Hundred Dollars (\$100.) or be less than Fifty Dollars (\$50.) per annum in United States currency, or its equivalent in the currency of the country where such machine is put out. And the parties of the first part agree that they will not sell, or offer or expose for sale, or permit to be sold, offered or exposed for sale, any Rapid Inseam Trimming Machines of the type now manufactured by them, or of a type which may be hereafter put out on lease by the United Company in accordance with the right and license hereby granted, for a price less than Six Hundred and Fifty Dollars (\$650.) United States currency, or its equivalent in the currency of the country where such machines is sold, offered or exposed for sale.

5. The United Company shall semi-annually on the thirtieth day of November and the thirty-first day of May in each year, render to the parties of the first part, or to any one of them as agent for the others, an account showing the number of machines, if any, put out by or by the authority of the United Company in accordance with the right and license hereby granted, during the period of six months ending with the last day of the preceding October or April and showing, also, the total amount received by the United Company by way of installation fee or lease premium and by way of rental or royalty for each such machine, and at the same time shall pay to the parties of the first part, or to any one of them as agent for the others, in respect to each such machine, an amount equal to forty per cent. (40%) of the amount so received for said machine, but the United Company shall not be required, under the provisions of this paragraph, to pay, in respect to any one machine, more than Two hundred and fifty Dollars (\$250.) and when said amount has been paid in respect to any machine or machines all obligations of the United Company under this paragraph in respect to such machine or machines shall immediately cease and determine.

6. The parties of the first part shall semi-annually on the thirtieth day of November and the thirty-first day of May in each year render to the United Company an account, showing the number of Rapid Inseam Trimming Machines, of the type now put out by the

Keighley Company, or of the type which may hereafter be put out on lease by the United Company in accordance with the right and license hereby granted, sold by the parties of the first part, or by any of them, during the period of six months ending with the last day of the preceding October or April and at the same time shall pay to the United Company, in respect to each machine so sold, the sum of Two Hundred Dollars (\$200.)

7. The United Company shall have the exclusive right to manufacture machines, to be put out upon lease in accordance with the right and license hereby granted, and the parties of the first part shall supply to the United Company, upon request and without expense other than the actual cost of making duplicates where duplicates are necessary, all blue prints, drawings, patterns and designs necessary or useful in such manufacture and in the possession or control of the parties of the first part, and the United Company will, upon request, manufacture for the parties of the first part, machines which the parties of the first part may desire for sale, under the terms of this agreement, at a reasonable price to cover the cost of such manufacture. But the United Company agrees that before putting out in the United States of America such machines of its own manufacture, it will purchase from the Keighley Company, for the purpose of leasing the same, thirty-four machines, which have already been manufactured by the Keighley Company or are in the process of manufacture for delivery under the terms of an agreement entered into by the Keighley Company with one Thomas G. Plant, dated January 26, 1910, the purchase price of each of said machines to be One Hundred Dollars (\$100.) net cash f. o. b. Vineland, N. J., plus cost of shipping cases. And the Keighley Company agrees to manufacture such other machines as may be desired by the United Company to put out on lease, in accordance with the right and license hereby granted, at a reasonable price to cover the manufacturing cost thereof but not to exceed for the first seventy-five machines ordered (not including the thirty-four machines already mentioned) One Hundred Dollars (\$100.) net cash f. o. b. Vineland, per machine, to which is to be added the actual cost of making cases for shipment. But the Keighley Com-

pany shall not be required under the provisions of this paragraph to furnish machines in excess of the capacity of its present plant which is understood to be not more than five machines per week.

8. The Keighley Company agrees that it will not enforce, or attempt to enforce, said agreement with said Thomas G. Plant, and that as soon as the thirty-four machines mentioned in the preceding paragraph have been taken by the United Company, it will execute or cause to be executed such a release or assignment to the United Company thereof as the United Company may desire.

9. The United Company agrees to withdraw forthwith three (3) suits for the infringement of its Letters Patent brought by it against the George H. Snow Company of Brockton, Massachusetts, on account of the use by the said Company of Inseam Trimming Machines heretofore put out by the Keighley Company, and proper entries are to be made in the record of the District Court of the United States for the District of Massachusetts where said suits are pending to effectually dispose of the same, without costs to either party.

10. The United Company agrees that it will faithfully endeavor to promote the business of leasing Inseam Trimming Machines embodying the inventions and improvements of the parties of the first part, but shall refer to the Keighley Company all requests for the purchase of such machines from persons who do not desire or are not willing to lease the same.

11. This agreement shall apply, territorially, to all countries of the world where the inventions and improvements of the parties of the first part, described in the first paragraph hereof, or any of them, are protected by Letters Patent except in so far as said inventions and improvements are covered by an agreement, dated October 13, 1911, between the Keighley Company and Gimson & Company of Leicester, England, and by an agency contract between the Keighley Company and D. Heinsohn, of Oberursel by Frankfort au Main, Germany, while said agreements remain in force and binding on the Keighley Company, the last named contract to be terminated immediately by the Keighley Company in accordance with the right of termination therein reserved, and shall

continue in each of such countries, during the continuance in force and apparent validity of Letters Patent of that country, covering said inventions and improvements of the parties of the first part, or any of them. The United Company expressly reserves the right to proceed against Gimson & Company and against users of Inseam Trimming Machines put out by Gimson & Company for infringement of Letters Patent owned by the United Company or any of its allied or subsidiary companies.

12. The Keighley Company hereby assigns, transfers and sets over unto the United Company all contracts of lease other than its "forty-nine year" lease contracts, so-called, covering Inseam Trimming Machines heretofore put out by the Keighley Company, the machines covered by said contracts and all benefits and advantages to be derived therefrom and the United Company agrees to assume and perform all the obligations of the Keighley Company under said leases and to pay the Keighley Company in respect to each such machine a sum equal to forty per cent (40%) of the total amount of the rental or royalty received by the United Company for the use thereof until the total amount so paid in respect to such machine is equal to One Hundred and Fifty Dollars (\$150) United States currency, at which time all further payments in respect to such machine shall cease. Accounts shall be rendered and payments made under the provisions of this paragraph at the times and for the periods provided in paragraph 5 in respect to accounts and payments covering machines put out on lease by the United Company.

13. The Keighley Company hereby sells and delivers to the United Company four Inseam Trimming Machines now in the possession of the above mentioned D. Heinsohn, and also two machines in the possession of Gimson & Company at their agency in Paris, France, if said machines are not covered by the provisions of the preceding paragraph or have not been otherwise finally disposed of for the account of the Keighley Company, and the United Company agrees to pay to the Keighley Company for each of such machines the sum of One Hundred (\$100.) in United States currency, plus the freight and duty which has heretofore been paid in respect to

the same by the Keighley Company, but such payment is not to be made in respect to any of said machines until the same has been put out on lease by the United Company in accordance with the right and license hereby granted. The Keighley Company agrees to supply gratis all necessary parts and attachments to complete said machines or alter them to the type of machine now being put out by the Keighley Company.

14. The Keighley Company shall continue to enjoy the benefits of all agreements for the sale or lease, under its "forty-nine year" lease contract, so-called, of Rapid Inseam Trimming Machines heretofore entered into by said company and shall have the exclusive privilege of furnishing duplicate parts, extras, mechanisms, devices and supplies for use in or in connection therewith. The parties of the first part shall also have the exclusive privilege of furnishing duplicate parts, extras, mechanisms, devices and supplies for use in or in connection with machines sold by the Keighley Company in accordance with this agreement, but they shall not, nor shall any of them, knowingly, furnish duplicate parts, extras, mechanisms, devices or supplies for use in or in connection with machines leased by the United Company in accordance with the right and license hereby granted. The United Company, however, agrees, upon the request of the parties of the first part, or any of them, to supply to old customers of the Keighley Company and to vendees of the parties of the first part, duplicate parts, extras, mechanisms, devices and supplies at the same prices charged to lessees of the United Company.

15. The payment of Two Hundred Dollars (\$200.) required to be made by the parties of the first part under the provisions of Article 6 of this agreement in respect to machines sold by the parties of the first part or any of them, shall not be required to be made in respect to Inseam Trimming Machines of the type now put out by the Keighley Company, or of said type as the same may hereafter be altered or improved by reason of inventions of the said Keighleys, or any of them, while such machines are used solely in the manufacture of footwear made by or for the said

Keighleys, or a corporation controlled by them, at their factory at Vineland, N. J.

16. The expression "United Company" wherever herein used, shall include the United Shoe Machinery Company and its allied or subsidiary companies, and its and their respective successors, nominees and assigns, and all agreements binding upon the parties of the first part shall be binding upon and enforceable against their respective representatives and assigns.

Executed in duplicate the day and year first above written.

THE KEIGHLEY COMPANY, INC.

C. P. Keighley, Sec'y.

W. B. Keighley

Chas. Keighley

C. Percy Keighley.

UNITED SHOE MACHINERY COMPANY

Edwd. P. Hurd, Assistant Treasurer.

PLAINTIFF'S EXHIBIT 276.

[Put in Evidence, page 4865.]

THE COMMONWEALTH OF MASSACHUSETTS.

EXECUTIVE DEPARTMENT.

BOSTON, February 5, 1914.

I, David I. Walsh, Governor of the Commonwealth, do hereby certify that Frank J. Donahue, whose genuine signature appears to the annexed certificates of authentication, is now, and was at the date of said certificates, Secretary of the Commonwealth, duly elected and qualified; that as such he is the lawful custodian of the Great Seal of the Commonwealth; that all his official acts as such are entitled to full faith and credit; that his said certificates are in due form of law; and that the Great Seal thereto attached is the genuine Great Seal of the Commonwealth.

Given under my hand at Boston this fifth day of February in the year 1914.

DAVID I. WALSH,

Governor.

THE COMMONWEALTH OF MASSACHUSETTS.
OFFICE OF THE SECRETARY.

BOSTON, February 5, 1914.

I, Frank J. Donahue, Secretary of the Commonwealth, do hereby certify that David I. Walsh, whose genuine signature appears to the foregoing certificate of attestation, is now, and was at the date of said certificate, the Governor of The Commonwealth of Massachusetts, duly elected by lawful authority and legally qualified thereto.

In testimony of which I have hereunto affixed the Great Seal of the Commonwealth, in my official custody and possession.

FRANK J. DONAHUE,

[SEAL]

Secretary of the Commonwealth.

Post-office address of Company in Massachusetts: United Shoe Machinery Company, 205 Lincoln Street, Boston, Mass.

[Acts of 1909, Chap. 490, Part III.]

Section 54. Every foreign corporation (of the classes enumerated in section 58, Chapter 437, Acts of 1903) shall annually, within thirty days after the date fixed for its annual meeting, or within thirty days after the final adjournment of said meeting, but not more than three months after the date so fixed for said meeting, prepare and file in the office of the secretary of the commonwealth, upon payment of the fee provided in section ninety-one of chapter four hundred and thirty-seven of the acts of the year nineteen hundred and three, a certificate signed and sworn to by its president, treasurer, and by a majority of its board of directors, showing the amount of its authorized capital stock, and its assets and liabilities as of a date not more than ninety days prior to said annual meeting, in such form as is required of domestic business corporations under the provisions of section forty-five of said chapter, and the change or changes, if any, in the other particulars included in the certificate required by section sixty of said chapter, made since the filing of said certificate or of the last annual report.

Section 55. A certificate which is required to be filed by the pre-

ceding section shall be accompanied by a written statement under oath by an auditor, as provided in section forty-seven of chapter four hundred and thirty-seven of the acts of the year nineteen hundred and three, except that such auditor shall in all cases be chosen by the board of directors. Before it is filed it shall be submitted to the commissioner of corporations, who shall examine said certificate and shall as tax commissioner assess upon the corporation an excise tax in accordance with the provisions of the following section. If he finds that the certificate is in compliance with the requirements of the preceding section, he shall indorse his approval thereon; but no certificate shall be filed until he has indorsed his approval thereon, and until the excise tax required by the following section has been paid to the treasurer and receiver general.

Section 56. Every foreign corporation shall, in each year, at the time of filing its annual certificate of condition, pay to the treasurer and receiver general, for the use of the commonwealth, an excise tax to be assessed by the tax commissioner of one fiftieth of one per cent of the par value of its authorized capital stock as stated in its annual certificate of condition; but the amount of such excise tax shall not in any one year exceed the sum of two thousand dollars.

Acts of 1903, Chap. 437, Section 90. The fee for filing this certificate is \$5.00, and should accompany the certificate. Check should be made payable to the Secretary of the Commonwealth.

Payment of Excise Tax should also accompany this certificate. Check should be made payable to the Treasurer of the Commonwealth.

We, Sidney W. Winslow President, Louis A. Coolidge Treasurer, and Edward P. Hurd, Charles H. Willson, Elmer P. Howe, Charles G. Rice, Wallace F. Robinson, George W. Brown, William Barbour, Alfred R. Turner, Robert T. Paine, 2nd, being a majority of the Directors of United Shoe Machinery Company a Corporation organized under the laws of the State of New Jersey having a usual place of business in Boston in the Commonwealth of Massa-

chusetts, in compliance with the provisions of chapter 490, Part III, Sec. 54, of the Acts of 1909, do hereby certify, that the amount of its authorized capital stock on the twenty-eighth day of February 1910, was Twenty-five million (25,000,000) dollars.

That the amount thereof then paid in was 20,850,519 dollars.

That the assets and liabilities of the Corporation on the above date were as follows:—

Note.—This should be of a date not more than ninety days prior to the annual meeting.

ASSETS.	LIABILITIES.
Real Estate, 1,901,666 95	Capital stock, 20,850,519 00
Machinery, 1,812,132 26	Accounts payable, 408,278 02
Merchandise:	Funded indebtedness,
Manufactures, merchandise, material and stock in process, estimated 6,126,065 71	Floating indebtedness,
Cash and debts receivable, 10,444,434 20	Reserve 296,870 48
Patent rights, 400,000	Surplus,
Stocks and Bonds of other corporations	Profit and loss, 18,542,022 15
Leased machinery 19,408,230 44	
Miscellaneous 5,100 09	
Total, 40,097,689 65	Total, 40,097,689 65

The names and addresses of the president, treasurer, clerk or secretary, and directors are:

Name.	Address.
President,	
Treasurer,	
Clerk or Secretary,	
Directors,	
Frank L. Babott,	346 Broadway, New York, N.Y.
William Barbour,	96 Franklin St., New York, N.Y.
	(Residence—Bergen County, N. J.)
George W. Brown,	205 Lincoln St., Boston, Mass.
Louis A. Coolidge,	205 Lincoln St., Boston, Mass.
Edmund LeB. Gardner,	Passaic, N. J.
John H. Hanan,	Bridge & Front Sts., Brooklyn, N. Y.

Elmer P. Howe,	53 State St.,	Boston, Mass.
Edward P. Hurd,	205 Lincoln St.,	Boston, Mass.
Joseph C. Kilham,		Beverly, Mass.
George E. Keith,		Campello, Mass.
Rudolph Matz,	55 Portland Block,	Chicago, Ill.
Robert Treat Paine, 2d,	60 State St.,	Boston, Mass.
Charles G. Rice,	c/o N. W. Rice Co.,	
	683 Atlantic Ave.,	Boston, Mass.
Wallace F. Robinson,	205 Lincoln St.,	Boston, Mass.
Alfred R. Turner,	96 Franklin St.,	New York, N.Y.
Sidney W. Winslow,	205 Lincoln St.,	Boston, Mass.
Charles H. Willson,	205 Lincoln St.,	Boston, Mass.
Samuel Weil,	196 Franklin St.,	New York, N.Y.
Frank Wood,	352 Washington St.,	Boston, Mass.
William Woodward,	Hanover National Bank, 11 Nassau St.,	
	Cor. Pine St.,	New York, N.Y.
Henry B. Endicott,	76 Lincoln St.,	Boston, Mass.

State here the change, or changes, if any, since the filing of the certificate required by section 60, chapter 437, Acts of 1903, or since the filing of the last annual report, in the following particulars :

The name of the corporation.

The location of its principal office.

The date of annual meeting for election of officers

The amount of capital stock authorized is dollars.

The amount of capital stock issued is dollars.

the amount paid in thereon to the treasurer is

Preferred, dollars. Common, dollars.

the number of its authorized shares is Preferred, Common,

the par value of its shares is Preferred, dollars. Common, dollars.

the amount of such payment made otherwise than in money is as follows : —

Paid in property, viz. : [State here the number of shares issued on each item.]

	Preferred.	Common.
Real estate:		
location,		
area,		
Machinery,		
Merchandise,		
Bills receivable,		
Stocks and securities,		
Patent rights,		
Trade-marks,		
Copyrights,		
Good will,		
Services,		
Expenses,		

[State the nature of such services and expenses.]

The Board of Directors of this Corporation, which has an outstanding capital stock of \$100,000 or more, at a meeting held at Boston on the eighth day of September, A. D. 1909, have employed Amos D. Albee of Boston, as Auditor, pursuant to the provisions of section 55, of chapter 490, Part III, of the Acts of 1909, and of chapter 326, Acts of 1909.

President, Treasurer and majority of Directors should sign in space below.

(This applies to every corporation, with or without auditor's appointment.)

In Witness Whereof, we have hereunto signed our names, this twenty-second day of July in the year 1910.

SIDNEY W. WINSLOW, President
 LOUIS A. COOLIDGE, Treasurer
 EDWARD P. HURD
 CHARLES H. WILLSON
 ELMER P. HOWE

CHARLES G. RICE
 WALLACE F. ROBINSON
 GEORGE W. BROWN
 WILLIAM BARBOUR
 ALFRED R. TURNER
 ROBERT T. PAINE 2d

State of Massachusetts,

County of Suffolk, ss.,

Boston, August 15, 1910.

Then personally appeared the above-named Elmer P. Howe, and made oath that the foregoing certificate, by him subscribed, is true to the best of his knowledge and belief.

* Before me,

(L S)

Nelson B. Todd, Notary Public.

State of Massachusetts,

County of Suffolk, ss.,

Boston

On this twenty-second day of July, A. D. 1910, before me personally appeared the above named Louis A. Coolidge and on the twenty-sixth day of July, 1910, before me personally appeared the above named Sidney W. Winslow and Edward P. Hurd, and on the twenty-seventh day of July, 1910, before me personally appeared the above named Charles H. Willson, and on the fourth day of August, 1910, before me personally appeared the above named Charles G. Rice, and on the fifth day of August, 1910, before me personally appeared the above named Wallace F. Robinson, and on the eighth day of August before me personally appeared the above named George W. Brown, and on the sixteenth day of August, 1910, before me personally appeared the above named Robert T. Paine, 2d, and severally made oath that the foregoing certificate by them subscribed is true to the best of their knowledge and belief,

(L S)

Nelson B. Todd, Notary Public.

State of New York,

County of New York,

August 15, 1910.

Then personally appeared the above named William Barbour and Alfred R. Turner, and severally made oath that the foregoing certificate by them subscribed is true to the best of their knowledge and belief.

Before me,

(L S)

Edwin C. Gibson,

Notary Public for Kings County No. 24.

Certificate Filed in New York County. My Commission Expires March 30, 1911.

AUDITOR'S CERTIFICATE.

(This certificate is to be used only by corporations having a paid-in capital of \$100,000, or over.)

August 16, 1910.

I, Amos D. Albee of the firm of Amos D. Albee, Son & Co., Boston, Public Accountants and Auditors, the duly selected Auditor of United Shoe Machinery Company, a corporation duly established by law, hereby certify that I have completed the examination of the books of said Corporation, and its certificate of condition as executed by its officers, to which this certificate is attached, and find that said certificate represents the true condition of the affairs of said Corporation, as disclosed by its books. This certificate is made by me in compliance with the provisions of section 55 of chapter 490, Part III, of the Acts of 1909.

Amos D. Albee C P A Auditor
of the firm of Amos D. Albee, Son & Co.
Public Accountants and Auditors

The Commonwealth of Massachusetts.

Suffolk ss.

Boston, August 16, 1910.

Then personally appeared the above-named Amos D. Albee and made oath that the above certificate by him subscribed is true.

Before me,

(L.S)

Nelson B. Todd Notary Public.

* If out of Massachusetts, oath before a commissioner for Massachusetts or notary public; if within Massachusetts, before a notary public or justice of the peace.

[On back:]

[Foreign Corporations.]

United Shoe Machinery Co. Fee \$5.00 paid.

Certificate of Condition.

[Acts of 1909, Chap. 490, Part III, Sect. 54.]

The treasurer and receiver general hereby certifies that the tax provided in section 56, chapter 490, Part III, of the Acts of 1909, has been paid.

Date Oct 4 1910

2000.— Elmer A. Stevens Treasurer and Receiver General.
by Mary Cutler

Filed in the office of the Secretary of the Commonwealth, Oct. 5 1910.

I hereby approve the within certificate, this 5th day of October A. D. nineteen hundred and ten.

William D. T. Trefry,

Commissioner of Corporations.

Commissioner of Corporations Oct 4 1910

Received Oct 4 1910

Corporation Division, Secretary's Office.

THE COMMONWEALTH OF MASSACHUSETTS.

Office of the Secretary.

Boston, Feb. 5, 1914.

A true copy.

Witness the Great Seal of the Commonwealth.

FRANK J. DONAHUE,

[SEAL]

Secretary of the Commonwealth.

PLAINTIFF'S EXHIBIT 277.

[Put in Evidence, page 4865.]

Post-office address of Company in Massachusetts: United Shoe Machinery Company 205 Lincoln Street, Boston, Mass.

[Acts of 1909, Chap. 490, Part III.]

Section 54. Every foreign corporation (of the classes enumerated in section 58, Chapter 437, Acts of 1903) shall annually, within thirty days after the date fixed for its annual meeting, or within thirty days after the final adjournment of said meeting, but not more than three months after the date so fixed for said meeting, prepare and file in the office of the secretary of the commonwealth, upon payment of the fee provided in section ninety-one of chapter four hundred and thirty-seven of the acts of the year nineteen hundred and three, a certificate signed and sworn to by its president, treasurer, and by a majority of its board of directors, showing the amount of its authorized capital stock, and its assets and liabilities as of a date not more than ninety days prior to said annual meeting, in such form as is required of domestic business

corporations under the provisions of section forty-five of said chapter, and the change or changes, if any, in the other particulars included in the certificate required by section sixty of said chapter, made since the filing of said certificate or of the last annual report.

Section 55. A certificate which is required to be filed by the preceding section shall be accompanied by a written statement under oath by an auditor, as provided in section forty-seven of chapter four hundred and thirty-seven of the acts of the year nineteen hundred and three, except that such auditor shall in all cases be chosen by the board of directors. Before it is filed it shall be submitted to the commissioner of corporations, who shall examine said certificate and shall as tax commissioner assess upon the corporation an excise tax in accordance with the provisions of the following section. If he finds that the certificate is in compliance with the requirements of the preceding section, he shall indorse his approval thereon; but no certificate shall be filed until he has indorsed his approval thereon, and until the excise tax required by the following section has been paid to the treasurer and receiver general.

Section 56. Every foreign corporation shall, in each year, at the time of filing its annual certificate of condition, pay to the treasurer and receiver general, for the use of the commonwealth, an excise tax to be assessed by the tax commissioner of one fiftieth of one per cent of the par value of its authorized capital stock as stated in its annual certificate of condition; but the amount of such excise tax shall not in any one year exceed the sum of two thousand dollars.

Acts of 1903, Chap, 437, Section 90. The fee for filing this certificate is \$5.00, and should accompany the certificate. Check should be made payable to the Secretary of the Commonwealth.

Payment of Excise Tax should also accompany this certificate. Check should be made payable to the Treasurer of the Commonwealth.

We, Sidney W. Winslow, President, Louis A. Coolidge, Treasurer, and Wallace F. Robinson, Edward P. Hurd, J. H. Connor, Elmer P. Howe, A. R. Turner, Joseph C. Kilham, Frank Wood,

John H. Hanan, William Woodward and C. G. Rice being a majority of the Directors of United Shoe Machinery Company a Corporation organized under the laws of the State of New Jersey, having a usual place of business in Boston in the Commonwealth of Massachusetts, in compliance with the provisions of chapter 490, Part III, Sec. 54, of the Acts of 1909, do hereby certify, that the amount of its authorized capital stock on the First day of March, 1911, was Twenty-five million 00/100 (25,000,000) dollars.

That the amount thereof then paid in was 20,850,519 dollars.

That the assets and liabilities of the Corporation on the above date as shown by its books were as follows:—

Note.—This should be of a date not more than ninety days prior to the annual meeting.

ASSETS.		LIABILITIES.	
Real Estate,	2047301 35	Capital stock,	20850519 00
Machinery,	2225266 05	Accounts payable,	421002 26
Merchandise:		Reserve,	325830 40
Manufactures, merchan- dise, material and stock		Floating indebtedness, . .	
in process,	6770332 19	Surplus,	20669799 71
Cash and debts receivable	7590974 67	Profit and loss,	
Patent rights,	400000 00		
Trade-marks, Miscellaneous	5133 09		
Stocks & Bonds of other corporations and leased			
machinery,	23228744 02		
Total,	42267751 37	Total,	42267751 37

The names and addresses of the president, treasurer, clerk or secretary, and directors are:

Name.	Address.
President,	
Treasurer,	
Clerk or Secretary,	
Directors,	
Frank L. Babbott	New York, N. Y.
William Barbour	New York, N. Y.
George W. Brown	Boston, Mass.
John H. Connor	Boston, Mass.

Louis A. Coolidge	Boston, Mass.
Henry H. Endicott	Boston, Mass.
Edmund LeB. Gardner	Passaic, N. J.
John H. Hanan	New York, N. Y.
Elmer P. Howe	Boston, Mass.
Edward P. Hurd	Boston, Mass.
George E. Keith	Brockton, Mass.
Joseph C. Kilham	Beverly, Mass.
Rudolph Matz	Chicago, Ill.
Charles G. Rice	Boston, Mass.
Wallace F. Robinson	Boston, Mass.
Arthur R. Turner	New York, N. Y.
Samuel Weil	New York, N. Y.
Sidney W. Winslow	Boston, Mass.
Frank Wood	Boston, Mass.
William Woodward	New York, N. Y.

State here the change, or changes, if any, since the filing of the certificate required by section 60, chapter 437, Acts of 1903, or since the filing of the last annual report, in the following particulars :

The name of the corporation.

The location of its principal office.

The date of annual meeting for election of officers

The amount of capital stock authorized is dollars.

The amount of capital stock issued is dollars.

the amount paid in thereon to the treasurer is

Preferred, dollars. Common, dollars.

the number of its authorized shares is Preferred,

Common,

the par value of its shares is Preferred, dollars. Common, dollars.

the amount of such payment made otherwise than in money is as follows : —

Paid in property, viz : [State here the number of shares issued on each item.]

	Preferred.	Common.
Real estate :		
location,		
area,		
Machinery, .		
Merchandise,		
Bills receivable		
Stocks and securities,		
Patent rights,		
Trade-marks,		
Copyrights,		
Good will, .		
Services,		
Expenses,		

[State the nature of such services and expenses.]

The Board of Directors of this Corporation, which has an outstanding capital stock of \$100,000 or more, at a meeting held at Boston on the 14th day of September, A. D. 1910, have employed Amos D. Albee, Son & Company of Boston as Auditor, pursuant to the provisions of section 55, of chapter 490, Part III, of the Acts of 1909, and of chapter 326, Acts of 1909.

President, Treasurer and majority of Directors should sign in space below.

(This applies to every corporation, with or without auditor's appointment.)

In Witness Whereof, we have hereunto signed our names, this 23d day of August in the year nineteen hundred and eleven.

SIDNEY W. WINSLOW President

LOUIS A. COOLIDGE Treasurer

WALLACE F. ROBINSON

EDWARD P. HURD

J. H. CONNOR

ELMER P. HOWE

A. R. TURNER

JOSEPH C. KILHAM

FRANK WOOD

JOHN H. HANAN

WILLIAM WOODWARD

C. G. RICE

State of Mass.

Suffolk ss.

Boston August 23, 1911.

Then personally appeared the above-named Sidney W. Winslow, Wallace F. Robinson & Louis A. Coolidge and on the 29th August personally appeared John H. Connor, Edward P. Hurd and Elmer P. Howe and on the 13th September personally appeared Joseph C. Kilham, Frank Wood, John H. Hanan, William Woodward, Charles G. Rice and Alfred R. Turner and severally made oath that the foregoing certificate, by them subscribed, is true to the best of their knowledge and belief.

* Before me,

(L S)

Nelson B. Todd, Notary Public

AUDITOR'S CERTIFICATE.

(This certificate is to be used only by corporations having a paid-in capital of \$100,000, or over.)

Sept. 22, 1911.

I, Herbert H. Albee of the firm of Amos D. Albee Son & Co. the duly selected auditors of United Shoe Machinery Company a corporation duly established by law, hereby certify that I have completed the examination of the books of said corporation, and its certificate of condition as executed by its officers, to which this certificate is attached, and find that said certificate represents the true condition of the affairs of said Corporation, as disclosed by its books. This certificate is made by me in compliance with the provisions of section 55 of chapter 490, Part III, of the Acts of 1909.

Amos D. Albee Son & Co.

by Herbert H. Albee C. P. A. Auditor.

The Commonwealth of Massachusetts.

Suffolk ss.

Sept. 22, 1911.

Then personally appeared the above-named Herbert H. Albee and made oath that the above certificate by him subscribed is true.

Before me,

Edward N. Chase Justice of the Peace.

* If out of Massachusetts, oath before a commissioner for Massachusetts or notary public; if within Massachusetts, before a notary public or justice of the peace.

[On back:]

[Foreign Corporations.]
United Shoe Machinery Co.
Fee \$5.00 pd.

Certificate of Condition.

[Acts of 1909, Chap. 490, Part III, Sect. 54.]

The treasurer and receiver general hereby certifies that the tax provided in section 56, chapter 490, Part III, of the Acts of 1909, has been paid.

Date Sep 25 1911.

Elmer A. Stevens, Treasurer and Receiver General.
\$2000. by J. C. Bond

Filed in the office of the Secretary of the Commonwealth, Sept. 26, 1911.

I hereby approve the within certificate, this 26th day of September A. D. nineteen hundred and eleven.

William D. Trefry,
Commissioner of Corporations.

Commissioner of Corporations Sep 25 1911

Received Sep 25 1911

Corporation Division, Secretary's Office.

THE COMMONWEALTH OF MASSACHUSETTS.

Office of the Secretary.

Boston Feb. 5, 1914.

A true copy.

Witness the Great Seal of the Commonwealth.

FRANK J. DONAHUE,

[SEAL]

Secretary of the Commonwealth.

PLAINTIFF'S EXHIBIT 278.

[Put in Evidence, page 4866.]

Post-office address of Company in Massachusetts: United Shoe Machinery Company, 205 Lincoln Street, Boston, Mass.

[Acts of 1909, Chap. 490, Part III.]

Section 54. Every foreign corporation (of the classes enumerated in section 58, Chapter 437, Acts 1903) shall annually, within thirty days after the date fixed for its annual meeting, or within thirty days after the final adjournment of said meeting, but not

more than three months after the date so fixed for said meeting, prepare and file in the office of the secretary of the commonwealth, upon payment of the fee provided in section ninety-one of chapter four hundred and thirty-seven of the acts of the year nineteen hundred and three, a certificate signed and sworn to by its president, treasurer, and by a majority of its board of directors, showing the amount of its authorized capital stock, and its assets and liabilities as of a date not more than ninety days prior to said annual meeting, in such form as is required of domestic business corporations under the provisions of section forty-five of said chapter, and the change or changes, if any, in the other particulars included in the certificate required by section sixty of said chapter, made since the filing of said certificate or of the last annual report.

Section 55. A certificate which is required to be filed by the preceding section shall be accompanied by a written statement under oath by an auditor, as provided in section forty-seven of chapter four hundred and thirty-seven of the acts of the year nineteen hundred and three, except that such auditor shall in all cases be chosen by the board of directors. Before it is filed it shall be submitted to the commissioner of corporations, who shall examine said certificate and shall as tax commissioner assess upon the corporation an excise tax in accordance with the provisions of the following section. If he finds that the certificate is in compliance with the requirements of the preceding section, he shall indorse his approval thereon; but no certificate shall be filed until he has indorsed his approval thereon, and until the excise tax required by the following section has been paid to the treasurer and receiver general.

Section 56. Every foreign corporation shall, in each year, at the time of filing its annual certificate of condition, pay to the treasurer and receiver general, for the use of the commonwealth, an excise tax to be assessed by the tax commissioner of one fiftieth of one per cent of the par value of its authorized capital stock as stated in its annual certificate of condition; but the amount of such excise tax shall not in any one year exceed the sum of two thousand dollars.

Acts of 1903, Chap. 437, Section 90. The fee for filing this cer-

tificate is \$5.00, and should accompany the certificate. Check should be made payable to the Secretary of the Commonwealth.

Payment of Excise Tax should also accompany this certificate. Check should be made payable to the Treasurer of the Commonwealth.

We, Sidney W. Winslow President, Louis A. Coolidge, Treasurer, and J. H. Connor, Elmer P. Howe, Edwin P. Brown, Edward P. Hurd, Wallace F. Robinson, William Barbour, Samuel Weil, Charles G. Rice, William Woodward being a majority of the Directors of United Shoe Machinery Company a Corporation organized under the laws of the State of New Jersey having a usual place of business in Boston in the Commonwealth of Massachusetts, in compliance with the provisions of chapter 490, Part III, Sec. 54, of the Acts of 1909, do hereby certify, that the amount of its authorized capital stock on the First day of March, 1912, was Twenty-five million 00/100 (25,000,000) dollars.

That the amount thereof then paid in was 20,850,519.00/100 dollars.

That the assets and liabilities of the Corporation on the above date as shown by its books were as follows:—

Note.—This should be of a date not more than ninety days prior to the annual meeting.

ASSETS.		LIABILITIES.	
Real estate	2295354.73	Capital stock	20850519.00
Machinery	2164284.80	Accounts payable	408560.41
Merchandise:	7137023.85	Reserves	320039.10
Manufactures, merchandise, material and stock in process		Floating indebtedness	
Cash and debts receivable,	9148176.33	Surplus	23838806.79
Patent rights	400000.00	Profit and loss	
Miscellaneous	6799.61		
Stocks and bonds of other corporations and leased machy	24266285.98		
Total	45417925.30	Total	45417925.30

The names and addresses of the president, treasurer, clerk or secretary, and directors are:

	Name.	Address.
President,		
Treasurer,		
Secretary,	Harold G. Donham	Boston, Mass.
Directors,		
	William Barbour,	New York, N. Y.
	George W. Brown,	Boston, Mass.
	Edwin P. Brown,	Boston, Mass.
	John H. Connor,	Boston, Mass.
	Louis A. Coolidge,	Boston, Mass.
	Henry B. Endicott,	Boston, Mass.
	Edmund LeB. Gardner,	Passaic, N. J.
	John H. Hanan,	Brooklyn, N. Y.
	Elmer P. Howe,	Boston, Mass.
	Edward P. Hurd,	Boston, Mass.
	Joseph C. Kilham,	Beverly, Mass.
	George E. Keith,	Campello, Mass.
	Rudolph Matz,	Chicago, Ill.
	Charles G. Rice,	Boston, Mass.
	Wallace F. Robinson,	Boston, Mass.
	Alfred R. Turner,	New York, N. Y.
	S. W. Winslow,	Boston, Mass.
	Samuel Weil,	New York, N. Y.
	Frank Wood,	Boston, Mass.
	William Woodward,	New York, N. Y.

State here the change, or changes, if any, since the filing of the certificate required by section 60, chapter 437, Acts of 1903, or since the filing of the last annual report, in the following particulars:

The name of the corporation.

The location of its principal office.

The date of annual meeting for election of officers Saturday after third Wednesday in May.

The amount of capital stock authorized is dollars.

The amount of capital stock issued is dollars.

the amount paid in thereon to the treasurer is

Preferred, dollars. Common, dollars.

the number of its authorized shares is Preferred, Common,
the par value of its shares is Preferred, dollars. Common,
dollars.

the amount of such payment made otherwise than in money is
as follows:—

Paid in property, viz.: [State here the number of shares issued
on each item.]

	Preferred.	Common.
Real estate:		
location,		
area,		
Machinery,		
Merchandise,		
Bills receivable,		
Stocks and securities,		
Patent rights,		
Trade-marks,		
Copyrights,		
Good will,		
Services,		
Expenses,		

[State the nature of such services and expenses.]

The Board of Directors of this Corporation, which has an outstanding capital stock of \$100,000 or more, at a meeting held at Boston on the thirteenth day of September, A. D. 1911, have employed Amos D. Albee Son & Co. of Boston as Auditor, pursuant to the provisions of section 55, of chapter 490, Part III, of the Acts of 1909, and of chapter 326, Acts of 1909.

President, Treasurer and majority of Directors should sign in space below.

(This applies to every corporation, with or without auditor's appointment.)

In Witness whereof, we have hereunto signed our names, this first day of June in the year nineteen hundred and twelve.

SIDNEY W. WINSLOW, President.

LOUIS A. COOLIDGE, Treasurer.

C. G. RICE

J. H. CONNOR

EDWIN P. BROWN

EDWARD P. HURD

WALLACE F. ROBINSON

WILLIAM BARBOUR

SAMUEL WEIL

WILLIAM WOODWARD

ELMER P. HOWE

State of New York County of New York ss. July 2nd, 1912.

Then personally appeared the above-named William Barbour, Samuel Weil, William Woodward, and severally made oath that the foregoing certificate, by them subscribed, is true to the best of their knowledge and belief. * Before me,

(L S)

Edwin C. Gibson,

Notary Public for Kings County No. 97.

Certificate Filed in New York County,
My Commission Expires March 30, 1913.

Commonwealth of Massachusetts.

County of Suffolk, ss.

Boston, July 24, 1912.

Then personally appeared the above-named Elmer P. Howe and made oath that the foregoing certificate by him subscribed is true, to the best of his knowledge and belief.

Before me,

(L S)

Carlton E. Snow, Notary Public.

State of Massachusetts.

County of Suffolk, ss.

Boston, June 25, 1912.

Then personally appeared the above named Sidney W. Winslow and Louis A. Coolidge and John H. Connor, and on the 26th day of June personally appeared the above named Edwin P. Brown, Edward P. Hurd and Wallace F. Robinson, and on the 19th day of July personally appeared the above named Charles G. Rice and severally made oath that the foregoing certificate by them subscribed is true, to the best of their knowledge and belief.

Before me,

(L S)

Nelson B. Todd, Notary Public.

AUDITOR'S CERTIFICATE.

(This certificate is to be used only by corporations having a paid-in capital of \$100,000, or over.)

Boston, Mass. July 25, 1912.

I, Amos D. Albee of the firm of Amos D. Albee Son & Co. Boston Certified Public Accountants the duly selected Auditor of United Shoe Machinery Co. of New Jersey a corporation duly established by law, hereby certify that I have completed the examination of the books of said Corporation, and its certificate of condition as executed by its officers, to which this certificate is attached, and find that said certificate represents the true condition of the affairs of said Corporation, as disclosed by its books. This certificate is made by me in compliance with the provisions of section 55 of chapter 490, Part III, of the Acts of 1909.

Amos D. Albee, Auditor.

The Commonwealth of Massachusetts.

Suffolk ss.

Boston, July 26, 1912

Then personally appeared the above-named Amos D. Albee and made oath that the above certificate by him subscribed is true.

Before me,

Frederick W. Notman, Justice of the Peace.

* If out of Massachusetts, oath before a commissioner for Massachusetts or notary public; if within Massachusetts, before a notary public or justice of the peace.

[On back:]

[Foreign Corporations.]

United Shoe Machinery Co. Fee \$5.00 pd.

Certificate of Condition.

[Acts of 1909, Chap. 490, Part III, Sect. 54.]

The treasurer and receiver general hereby certifies that the tax provided in section 56, chapter 490, Part III, of the Acts of 1909, has been paid.

Date July 31, 1912.

2000 Elmer A. Stevens, Treasurer and Receiver General.
by J. C. Bond.

Filed in the office of the Secretary of the Commonwealth, July 31, 1912.

I hereby approve the within certificate, this 31st day of July,
A. D. nineteen hundred and twelve.

William D. T. Trefry,

Commissioner of Corporations.

Commissioner of Corporations Jul. 31, 1912, with fee of \$5 ck.

Received Jul. 31, 1912.

Corporation Division, Secretary's Office.

Commissioner of Corporations Jul. 30, 1912.

THE COMMONWEALTH OF MASSACHUSETTS.

Office of the Secretary.

Boston, Feb. 5, 1914.

A true copy.

Witness the Great Seal of the Commonwealth.

FRANK J. DONAHUE,

[SEAL]

Secretary of the Commonwealth.

PLAINTIFF'S EXHIBIT 279.

[Put in Evidence, page 4872.]

LIST OF MACHINERY IN USE AT ALL FACTORIES OF THE COMMONWEALTH SHOE & LEATHER CO.

CUTTING ROOM.

	USM	Outside
Upper Leather Measuring Machine		1
Gilding Machine		1
Amazeen Skivers		21
Vamp Size Markers		4
Tip Presses		4
Tip Beveler		1
Longley Splitter		1
Carver Splitter	Carver Cotton Gin Co.	1
Lockett Crimpers		6
Jameson "		3
Fortuna Skivers		2
Carver Skiver	Carver Cotton Gin Co.	1
Lining Markers		3
Parsons 6 ft. Die Press		1
Seelye 66 in. Die Press		1

	USM	Outalde
Hawkins 66 in. Die Press		1
Embossing Machines		2
Pinking Machines		3
Snipper		1
Flat-bed Singer		1
Ideal Clickers	8	
Eagle Sole and Upper Stampers	3	

FITTING ROOM

Single Needle Cylinder Machines	49
Singer two Needle Cylinders	28
Single needle flat	156
Double flat	29
Undertrimmers	28
Union Special Machines	20
Arm Machines	3
Post Machines	11
Barring and Zig-Zagging Machines	14
Seaming and Closing Machines	7
Buttonhole Machines	8
Buttonhole Finishers	3
Heavy Sail Machine	1
Repairing Machine	1
Perforating Machines	5
Lining Markers	2
Bobbin Winder	1
National Siders	3
Puritan Closers	2
Puritan two needle	1
Saddle Stay Machine	1
Merrick Side Machine	1
Two Needle Puritan Machine	1
Pinking Machine	1
Folding Machines	6
Amazeen Skivers	2
Fortuna Skiver	1

	USM	Outside
Carver Skiver		1
Snipping Machines		4
Doubling Machines		2
Button Fastening Machines		4
Tip Markers		2
Automatic Hooking Machines		4
Peerless Eyelet Punching Machine		1
Knife		1
Foot-Power Eyeletter		1
Foot-Power Hookers		4
Peerless Rapid Eyeletters		6
Peerless Gang Eyeletters		4
Duplex Eyeletters	2	
Perfection Eyeletters	2	
Universal Eyeletter	1	
Strap Papering and Printing Machine		1
Foot-Power Eyelet Row Markers		2
Tip Folder		1
Lining Power Folder		1
Williams Folders		3
Bonny Folder		1
Folding Machines		2
Lining Power Marker		2
Peerless Cementing Machines		2
Knipe Cementers		3
Vamp Marker		1
Foot-Power Gore Markers		2
Rogers Vamp Markers		3
Foot-Power Punch		1
Crown Tip Punch	1	
Stanbon Perforators (C. P. Stanbon)		5
Hart Perforator		1
Knight Tip Die Presses (Knight & Norris)		2
Tip Marker and Toe Skiver		1
Seam Rubbers		2

		USM	Outside
Columbia Beaders			2
Ensign Lacers		2	
BOTTOMING ROOM			
Rex Pulling Over Machines		11	
Rex Pounding Machine		1	
#5 Lasters		64	
Chase Lasters		4	
Chase Tackers		9	
Welt Laster		1	
Insole Tackers		2	
Hand Tackers		64	
Power Welt Groover and Beveler		2	
Goodyear Welt and Turn Machines	6 leased of Goodyr		
S. M. Co.		24	
Welt Trimmer and Stitch Rubber		1	
Upper Trimmer		1	
Welt Beaters and Slashers		7	
Universal Inseam Trimmers		2	
Tack Pulling and Re-setting Machine		1	
Sole Layers		7	
Universal Rounders	5 leased of Goodyr S. M. Co.	16	
Channel Openers	3 " " " " " "	5	
Rapid Stitchers	14 " " " " " "	34	
Bobbin Winders	3 " " " " " "	9	
Extension Edge Attachments		36	
Puritan Fair Stitch Machine			1
McKay Sewers	(Stanley Mfg. Co.)	3	
Richardson Fair Stiteh Machines	(Richardson Shoe		
	Mchy. Co.)	2	
Davie Pegger	(John F. Davie, Marlboro)	1	
Rapid Rotary Cementers		4	
Star Channel Cementers		3	
Star Channel Cementer			1
Bottom Cementer		1	
Automatic Levelers		6	

	USM	Outside
Acme Levelers (Carver Cotton Gin Co.)		3
Hercules Leveler	1	
S. H. Taper Nail Tacker	4	
Rapid Standard	3	
Loose Nailers	9	
Grip Tackers	3	
Staple Tackers	4	
Universal Sluggers	14	
Grip Slugger	1	
Clinch Machines	4	
Universal Double Clinch Machines	4	
Knife Grinders	10	
Rotary Grinders	2	
Grinder	1	
Heel Seat Rough Rounders	5	
Lightning Heelers	12	
Automatic Heel Loader & Attacher	1	
Premier Heel Pricker	1	
Ultima Heel Trimmers	7	
McKay Heel Trimmer	1	
New Method Heel Seat Bearer	1	
Edge Trimmers	53	
Imperial Heel Breasters	3	
Heel Breast Scourers	4	
Top Piece Scallopers	3	
Improved Heel Breaster Knife Grinder	1	
Imperial Knife Grinder	1	
Stitch Separators 4 leased of Goodyear S. M. Co.	9	
Welt Indenter & Burnisher	3	
Goodyear Jointing Machines	4	
O. S. Welt Beveling Attachment	5	
McKay Feather Edger	1	
Besto Heaters		2
Channel Closers		3
Wax Edge Setters		1

Union Edge Setters		USM Out
Booth Burnishers		
Booth Wheeler	(Booth & Co)	
Foot-Power Heel Breaster	"	

FINISHING ROOM

Tip Scourer		1
Regent Stampers		2
Heel Scouring Machines	(Carver Cotton Gin Co.)	
Forepart Buffing Machines	" " " "	
Naumkeag Machines		
Top Piece Scourers	(Carver Cotton Gin Co)	
Heel Breast Scourers		2
Bottom Wheeling Machine		
Hand Power Welt Indenter		
Fifield Bottom Stamper	(C. S. Fifield)	
Star Bottom Stamper		
Twin Union Edge Setters		
Copeland Heel Stoner		
Nurling Machine		1
Xpedite Finishing Machine	(U. X. Co.)	9

TREEING ROOM

Shoe Treeing Machines	(O. A. Miller)	49
Boot Treeing Machines		8
Vamp Creasers	(O. A. Miller)	3
Tip Scourers		2
Tip Scourer		1
Gilding Machine		1

SOLE LEATHER ROOM

Apex Channeller		1
Planet Sole Rounder		1
Welt Groover	1 leased of Goodyr. S. M. Co.	5
Insole Channellers	2 " " " " " "	6
Gem Flexible Insole Machines		4
Gem Lip Turners		5
Lip Turner		1

PLAINTIFF'S EXHIBIT 279.

1563

Outside		USM	Outside
9	Gem Cementers	5	
2	Apex Feather Edge and Shank Reducer	1	
1	Apex Tap and Sole Rounder	1	
1	Centennial Splitter	1	
	Summit Splitter	3	
	Economy Insole Stitcher	1	
	Economy Reinforcing Machine	1	
13	Economy Channeller	1	
16	Outsole Channellers	3	
4	Hand Flexible Sole Machines	1	
1	Shin Leveler and Flexer	1	
	Star Channel Cementer	1	
1	Improved Gearless Sole Cutters	6	
1	Apex Flesher	1	
1	Centennial Splitter	1	
1	Universal Channellers	2	
4	Julian Rounders		5
1	Smith Rounders (C. S. Fifield)		2
	Bresnahan Molder (M. V. Bresnahan)		2
	Bresnahan Splitter		1
	Featheredge Machines		3
49	Insole Stamper & Cutter		3
8	Channel Opener		1
3	Bevel Edge Machines (Knight & Norris)		1
2	Tap Trimmer		1
	Tap Cementer		1
1	Sole Groover		1
	Welt Groover		1
	Carver Splitter (Carver Cotton Gin Co)		1
	Stowe Splitter		1
	Clifton Canvas Laying Machine		1
	Hawkins Die Presses		13
	Parsons 8' Die Presses		2
	Stanbon Die Press (C. P. Stanbon)		1
	Baby Splitters (C. S. Fifield Shoe Mch. Co.)		4

	USM	Outside
Lacene Graders		2
18" Stowe Splitters		2
30" Carver Splitters	(Carver Cotton Gin Co.)	1
18" Common-sense Splitter		2
30" Stowe Roller		1
36" Rollers		2
Acme Tap Buffer		2
Carver Tap Butter	(Carver Cotton Gin Co.)	3
Julian Cementer		5
Stanbon Rounder	(C. P. Stanbon)	1
McKay Lip Turner		1
Stanbon Welt Slashers	(C. P. Stanbon)	2

HEEL ROOM

Lift Beveler		1
#4 Compressors		1
30 in. Roller		1
30 in. Splitter		1
6 ft. Seelye Die Press		1
4 ft. Seelye Die Press		1
2 ft. Parsons Die Press		2
Heel Builder		1
Rand Skiver		1
Baby Splitter	(C. S. Fifield Shoe Mch. Co.)	1
Young Lift Gouger		1
Rand Scarfer		1
Pyramid Heel Builder		1

